

**PROPOSED
FIREHOUSE ADDITION & ALTERATION
HARRISON FIRE DISTRICT
206 HARRISON AVENUE
HARRISON, NY 10528**

PREPARED FOR:

**HARRISON FIRE DISTRICT
TOWN/VILLAGE OF HARRISON
206 HARRISON AVENUE
HARRISON, NY 10528**

ARCHITECT:

**SENDLEWSKI ARCHITECTS PC.
215 ROANOKE AVENUE
RIVERHEAD, NEW YORK 11901
(631) 727-5352
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**PROJECT MANUAL
APPLIES TO ALL TRADES**

ISSUED FOR BIDDING: April 1, 2021

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TOWN VILLAGE OF HARRISON/HARRISON FIRE DISTRICT
PROPOSED FIREHOUSE ADDITION & ALTERATIONS
SPECIFICATION NO. 20-04
APPLIES TO ALL BIDDERS

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REFER TO SPECIFICATION INDEX FOR EACH TRADE IN SEPARATE SPECIFICATION FOR:

BID 20-04 GC	GENERAL CONSTRUCTION
BID 20-04 M	MECHANICAL WORK
BID 20-04 P	PLUMBING WORK
BID 20-04 FS	FIRE SPRINKLER
BID 20-04 E	ELECTRICAL WORK

NOTICE TO BIDDERS HARRISON FIRE DISTRICT

PLEASE TAKE NOTICE that pursuant to a resolution of the Board of Fire Commissioners of the Harrison Fire District, Town/Village of Harrison, Westchester County, New York, sealed bids for five separate prime contracts are solicited for additions and alterations to the existing Harrison Firehouse facility located at 209 Harrison Avenue, Harrison NY 10580. All such bids duly received by the Village/Town of Harrison Board of Fire Commissioners on or before 4:00 p.m. (prevailing time) on Thursday the 6th day of May 2021 and shall be publicly opened and read aloud at a bid opening at the existing fire house located at 206 Harrison Avenue, Harrison, New York 10580 at 5:00 pm at which time all bidders and the amount's bid shall be publicly disclosed.

Detailed plans, specifications and addenda (if any) regarding the project will be available from the project Architect by email request only at the address listed below as of April 1, 2021.

All bid inquires and request for access to bid documents shall be directed to the Architects Project Manager, Arthur Rast, 215 Roanoke Avenue, Riverhead, NY 11901 via e-mail at authur@firehouseplanner.com . Documents will only be provided to bidders in PDF electronic format via drop box access which will be provided to bidders upon request.

The work shall be bid and awarded under Specification Numbers 20-04 as five (5) separate prime contracts as follows:

- Bid 20-04 GC General Construction
- Bid 20-04 M Mechanical Work
- Bid 20-04 P Plumbing Work
- Bid 20-04 FS Fire Sprinkler
- Bid 20-04 E Electrical Work

A Bid Bond (A.I.A. Document A310 or equivalent) in the amount of five (5%) of the base bid must accompany each bid. A full performance bond, together with labor and material payment bonds in the amount of one hundred percent (100%) shall be required upon execution of the contract by the successful Bidder.

Bids shall be submitted in sealed envelopes and shall bear on the face thereof the name and address of the Bidder as well as the specific contract(s) bid on. All bids must be submitted on forms furnished by the Fire District, in accordance with the specifications and Instructions to Bidders, and shall be submitted as follows: by regular or express mail or carrier service to: Harrison Fire District, Town/Village of Harrison, 1 Heineman Court, Harrison, NY 10580 and be received on or before 3:00 pm on Thursday May 6, 2021, or delivered personally at the place of bid opening at the firehouse located at 206 Harrison Avenue, Harrison, NY 10580 by 4:00 pm. The responsibility for having the bid received

at the time and places as stated herein, or at the time of the bid opening is the sole responsibility of the bidder without exception.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable statutes and have a statement of non-collusion in the form as required by Section 103-d of General Municipal Law. All documents submitted in connection with this bid will become the property of the Harrison Fire District, and the Fire District shall not return bid documents.

The contract for the above item(s) may be awarded by the Board of Fire Commissioners only to the lowest responsible bidder. In cases where two or more responsible Bidders submit identical bids as to price, the Board of Fire Commissioners may award the contract to either of such bidders. The Board of Fire Commissioners, however, reserves the right to reject all bids and re-advertise for new bids in its discretion and/or to waive any informality in any bid which it deems immaterial in nature.

There will be an informational pre-bid conference and opportunity for guided site inspection for the above noted bids at the Harrison Fire Department firehouse located at 206 Harrison Avenue, Harrison, New York 10580 on Wednesday April 21, 2021 at 1:00 pm. Attendance at this conference, which shall be held as an open house event with proper social distancing observed, is strongly recommended.

Dated March __, 2021

BY ORDER OF THE BOARD OF FIRE
COMMISSIONERS OF THE
HARRISON FIRE DISTRICT
Town/Village of Harrison, Westchester County, New York

AIA® Document A701™ – 2018

Instructions to Bidders

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

Harrison FD

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

Number	Title	Date
.6	Specifications	

Section	Title	Date	Pages
.7	Addenda:		

Number	Date	Pages
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>	
<input type="checkbox"/>	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>	
<input type="checkbox"/>	The Sustainability Plan:	
	Title	Date Pages
<input type="checkbox"/>	Supplementary and other Conditions of the Contract:	
	Document	Title Date Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Additions and Deletions Report for

AIA® Document A701™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:55:51 ET on 04/01/2021.

PAGE 1

Harrison FD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:55:51 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
HARRISON FIRE DISTRICT
PROPOSED ADDITION & ALTERATION
SPECIFICATION 20-04**

1. The three lowest bidders for each contract shall be required to submit to the Architect a complete list of sub-contractors and Schedule of Values AIA G703 including a complete breakdown of all overhead General Conditions, materials, labor, etc. for all individual portions of the work. Said information shall be provided to the Architect's office within 7 days of the bid opening. Bidders who fail to provide said breakdown within the specified period may have their bids rejected.
2. A five percent bid bond shall be required to be submitted with each bid. The bidders who bid more than one contract may include one bond covering all contracts bid. Bids submitted without a duly issued bid bond will not be considered.
3. Any and all Requests for Information (RFI's) shall be submitted in writing via email to arthur@firehouseplanner.com or before Wednesday April 21, 2021.

End of Supplemental Instructions

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Harrison FD

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

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13	MISCELLANEOUS PROVISIONS
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ADDITIONS AND DELETIONS:

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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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's 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 the Owner and by Separate Contractors.

§ 1.1.5 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.

§ 1.1.6 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.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.3 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 will 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

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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 Architect does 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.

§ 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 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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 prior approval of the Architect and the 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 Architect's 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 Architect in the Architect's 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 2.3.4, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the 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 and 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. Unless the Architect 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 Work 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 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.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner 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 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 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 Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that 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 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, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 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, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information 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.

§ 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 Architect's approval. The Architect'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 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 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 Architect and Owner, and

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delivered to the Architect 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

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

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

§ 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 Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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.

§ 3.14 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, 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 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 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 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 or Architect. 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.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's 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, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The 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. The 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. Review of such submittals 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 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 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 Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 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 rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests 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 a Separate Contractor or the subcontractors of a Separate Contractor.

§ 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 Owner 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect 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 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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 and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 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 and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify 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 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 Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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 a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 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 or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor 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, 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 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, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner 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

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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 Architect and signed by the Owner 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 Architect 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 Architect 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 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 Architect 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 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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 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 Architect will 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 Architect 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 Architect 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.

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§ 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 or Architect, of an employee of either, or of a Separate Contractor; (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 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

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect 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, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by 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 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect 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 or Architect require, such as copies of requisitions, and releases and waivers of liens 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 Architect, but not yet included in Change Orders.

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§ 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 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor 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 Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, 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 entitled to payment in the amount certified. The foregoing representations 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The 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 previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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;

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- .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;
- .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.

§ 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 withholds certification for payment under Section 9.5.1.3, 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 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 Architect 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 Architect and Owner 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 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.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after 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 Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner 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 that 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 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 Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the 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 inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare 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 shall 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, 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 receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, 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 Architect's final 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 (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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the 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 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.

§ 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

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- .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; and
- .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.

§ 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 and 10.2.1.3 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 and 10.2.1.3. 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 or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 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 and Substances

§ 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 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 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 and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor 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, Architect, Architect's 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.

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, 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 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 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 to the Owner 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 the Contractor 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 to the Contractor 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 Architect and Architect's consultants; and (3) 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 Architect, Architect's consultants, 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 and Architect 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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's 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 Architect has not specifically requested to examine prior to its being covered, the 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 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 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 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 or Separate 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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, 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, 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 Architect timely notice of when and where tests and inspections are to be made so that the 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 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 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 Architect of when and where tests and inspections are to be made so that the 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 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the 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 30 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, 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 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 or entities 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 and the 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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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 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 be certified by the Initial Decision Maker, upon application, 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 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 the 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 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.

§ 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 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 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 after 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Init.

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:32:10 ET on 04/01/2021.

PAGE 1

Harrison FD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:32:10 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SPECIFICATION 20-04 SUPPLEMENTAL CONDITIONS

1. Each Contractor shall maintain Worker Compensation and General Liability Insurance naming additional insureds. Liability Insurance shall be in the amount indicated on the following sample A.I.A. G705 form for each bid. Certificates of Insurance naming the Town of Harrison, Harrison Fire District, the owners project clerk and Sendlewski Architects PC as additional insureds shall be provided within ten (10) days from receipt of fully executed contract.
2. Contractor shall be liable for any theft or vandalism to his work or delivered materials until acceptance of his work.
3. The work of all contractors shall be substantially complete within 300 calendar days after the date of commencement included in the contract or established in writing if different than said date. Contractors shall complete all punchlist and project closeouts within sixty (60) days of substantial completion.
4. Liquidated damages shall be assessed as follows for each calendar day should substantial completion not be achieved with in the above noted time limit:

General Construction; One Thousand Dollars per day (\$1,000.00/day).
Mechanical; Five Hundred Dollars per day (\$500.00/day).
Plumbing; Five Hundred Dollars per day (\$500.00/day).
Fire Sprinkler; Two Hundred Fifty Dollars per day (\$250.00/day).
Electrical; Five Hundred Dollars per day (\$500.00/day).
5. Five Percent (5%) retainage will be withheld from each payment approved to the Contractors and shall be paid upon completion and final acceptance of all aspects of the work including submission of all Record Documents, Warranties, Lien Releases, etc.
6. All proposals must be accompanied by a bid deposit in the form of an acceptable Bid Bond payable to the order of the Harrison Fire District for five (5) percent of the aggregate amount of this bid. Contractors shall use the AIA Document A310 or comparable Bond form or bank certified check for compliance with the Bid Bond requirements. All checks or bonds shall be returned without interest as soon as possible following bid opening with the exception of the check or bond of the successful bidder. This shall be returned without interest as soon as the bidder has entered into contract and provided the necessary performance and payment bonds to the Harrison Fire District. It is understood that the bid bond amount shall be surrendered to the Harrison Fire District in it's entirety if the Bidder fails to enter into contract for the Bid amount or provide the required performance bonds be provided to owner not later than ten (10) days from receipt of fully executed contract .
7. A performance bond and material and labor payment bond, each in the amount of One Hundred Percent (100%) of this Contract amount will be required for each contract via AIA forms A312 with any and all supporting documentation.
8. If there is any conflict in the bidding documents related to items specified or required for any contractor to complete his work, the item of greater value shall prevail and shall be included in the contractors bid.
9. Contract format shall be AIA Document A101 Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.
10. The bid form shall be completely filled in ink or shall be typed. All applicable blank spaces for bid prices must be filled in, both in words and figures. In case of any discrepancy in the price or amount bid for any item in the proposal, the price as expressed in word shall govern. No bid will be accepted which contains any changes, additions, alterations, omissions, erasures or items not called for in the proposal, unless otherwise stated. The form of acknowledgment of the Bidder must be complete. Conditional Bids will not be accepted.

11. All bids shall be made upon the forms contained in this bid package and shall be contained in sealed envelopes clearly marked with the name of the project and Contract #. Sealed Bids shall be delivered to the Harrison Fire District accordance with the time and date published in the Notice to Bidders for each bid. The envelope shall bear the name of the Bidder and their address. If forwarded by registered mail or by hand, the sealed envelope containing the Bid must be enclosed in another sealed envelope addressed as specified above.
12. Any and all responsibility and liability for delivering the sealed bid to the place of opening remains solely the responsibility of the bidder without exception.
13. During the evaluation period subsequent to the bid opening, upon request, bidders shall promptly provide within 7 days of the bid opening, the following:
 - List of any and all material suppliers.
 - List of any and all subcontractors.
 - Complete bid breakdown including materials, labor, overhead and profit for all portions of the work.
 - Qualifications statements including Bank references, Client references, Fire District experience and references and Architect references.
14. Each prime contractor shall be required to list the names of all employees, names of all subcontractors and the names of all subcontractor employees that will be working at the project site.
15. Any and all workers at the site shall be required to sign in and out of the project site upon entering and leaving with the owner's representative and each individual project superintendent for each individual prime contract. Superintendent shall provide copies of said sign in sheets along with the necessary signed payroll documentation for each billing period in conjunction with each payment request.
16. Each prime contractor shall have a project superintendent designated for this project who will be present at the site when any work is completed in conjunction with said prime contract. Said representative shall be in attendance at all job meetings for a minimum of two (2) hours without conflicts with other projects or meetings. A direct cell phone number for each project representative shall be provided to the owner's job clerk, the architect, and to the project representative of other prime trades for coordination purposes for the duration of the project.
17. Each contractor shall be required to complete a coordinated project schedule and project coordination documentation. Signed copies of said schedule and coordination schedule shall be maintained at the job site office for the duration of construction.
18. The performance bond and payment bond are two separate forms, both of which must be provided by the successful bidder.
19. All trades shall be obligated to cooperate with other trades, the owner's clerk of works and the architect. All trade contractors shall be represented at all project meetings.
20. All bidders shall be required to comply with Covid-19 protocol and restrictions in effect as of May 4, 2021 (date of bid opening) at no additional cost to owner or extension of completion schedule.

End of Supplemental Conditions

COVID-19 is still spreading, even as the vaccine is here. Wear a mask, social distance and stay up to date on New York State's vaccination program.

Prevailing Wage

A PDF COPY OF THE WAGE RATE SCHEDULE WILL BE POSTED IN DROP BOX

Thank you for your submission. Your request has been assigned a 'Reference Number', and is being processed.
You will receive an email regarding your request within 24 to 48 hours

Reference Number: 1511708

Type of Contracting Agency: Special Local District, i.e., Fire, Sewer, Water

Contracting Agency

Town/Village of Harrison
Martin Sendlewski
Architect
1 Heineman Court
Harrison NY 10580

(516) 971-9715
mfs@firehouseplanner.com

Send Reply To

Martin Sendlewski
215 Roanoke Avenue
Riverhead NY 11901

(516) 971 -9715
mfs@firehouseplanner.com

Project Information

Project Title Addition and Alteration
Description of Work Addition to existing firehouse facility and related alterations
Contract Id No. 20-04
Project Location(s) Harrison Firehouse
Route No / Street Address 209 Harrison Avenue
Village / City Harrison
Town
State / Zip NY 10580
Nature of Project Addition to Existing Structure
Approximate Bid Date 05/06/2021
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Westchester

Department of Labor

Accessibility

Contact

Language Access

Privacy Policy



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)
Harrison FD

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(913262677)

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

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Additions and Deletions Report for

AIA® Document A310™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Harrison FD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:36:28 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**AIA**[®]**Document A312™ – 2010****Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount: \$ 0.00

Description:

(Name and location)

Harrison FD

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

SURETYCompany: *(Corporate Seal)*

Signature: _____

Name and

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

(1885959491)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

/

Additions and Deletions Report for **AIA® Document A312™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:42:47 ET on 04/01/2021.

PAGE 1

Amount: \$ 0.00

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Harrison FD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:42:47 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**AIA**[®]**Document A312™ – 2010****Payment Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount: \$ 0.00

Description:

(Name and location)

Harrison FD

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1917406785)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

Additions and Deletions Report for **AIA® Document A312™ – 2010**

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PAGE 1

Amount: \$ 0.00

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Harrison FD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:42:18 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BID FORM
SPECIFICATION NO. 20-04
FIREHOUSE ADDITION AND ALTERATIONS
HARRISON FIRE DISTRICT
206 HARRISON AVENUE
HARRISON, NY 10580

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

The bidder mentioned above being duly sworn deposes and says:

First: That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

Second: That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third: That no member of the Village/Town Board as Board of Fire Commissioners of the Harrison Fire District, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth: That said bidder has carefully examined the drawings, Instruction to Bidders, schedules, specifications and scope of work, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods wares, merchandise, services, or labor for which this bid is made.

Fifth: That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes. However, successful bidder will be required prior to award of contract to provide certification that they, affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the contractors, affiliates, subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made. Submit completed form ST-220.

Sixth: The undersigned further declares that he has received and examined the following addenda (if any):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE
PROPOSAL FORM MUST BE DULY EXECUTED.

Seventh: The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of all work associated with his bid in strict accordance with the contract documents.

Eighth: The undersigned further agrees that the Board of Fire Commissioners hereby reserves the right to accept or reject any item set forth individually as add alternates indicated as part of each bid. The Owner may determine the lowest bid by adding to or deducting from those base bid(s), additive or deduct alternates, if any, which the Owner elects to accept after the opening of bids.

Ninth: BID SECURITY

Each bidder shall deposit with his bid a bid bond, bank draft, or certified check in the amount of not less than five percent (5%) of the Base bid made payable to the Harrison Fire District AND agrees such surety shall be a measure of liquidated damages should be default in delivery of agreement.

Tenth: COMPLETION

It is intended that the work under this contract be completed substantially within the time frame included as part of the project schedule as included in the Supplemental Conditions.

Eleventh: NON-COLLUSIVE BIDDING CERTIFICATION
General Municipal Law, Section 103-d
(Submit with Bid Proposal Form)

A. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and if this is a joint bid each party hereto certifies as to its own organization, under penalty of perjury that to the best of the bidder's knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting completion.

B.

A bid shall not be considered for award nor shall award be made where A-1, 2, and 3 above have not been complied with provided, however, that if in any case the bidder shall so state and shall furnish with a bid a signed statement which sets forth in detail the reasons therefore, where A-1, 2, and 3 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 completion.

The fact that the bidder: (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure within the meaning of Paragraph A above.

- C. If the bidder is a corporation, the corporation shall be deemed to have been authorized by the Board of Directors of the bidder to make the above certification 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, provided by General Municipal Law Section 103 d (2).

Twelfth: That the Bidder agrees to furnish upon request after the bid and prior to the bid award a full material and labor breakdown of their bid including unit measures of all materials, individual prices, subcontract bids, list of subcontractors and any additional information requested to evaluate bids.

- Thirteenth: On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract within fourteen (14) days of date of notice of award, and to comply in all respects with the provisions set forth in "Instructions for Bidders" and "General Conditions of Contract" in relation to security for the faithful performance of the terms of said contract.
- Fourteenth: That the bids submitted will be held without increase in amount for a period of forty-five (45) days following the date of the bid opening without exception. In accordance with General Municipal Law 105, the bid may be withdrawn without penalty forty-five days after the receipt of bids if an intent to award letter has not been issued.
- Fifteenth: That 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the work place and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law
- Sixteenth: That unit prices shall be included as a condition of the contract for changes during construction as included by each bidder in "Attachment A Unit Prices" as attached to this bid form:
- seventeenth: That the amount of the bid and alternates are as follows:

BASE BID 20-04 GC: GENERAL CONSTRUCTION:

This base bid for any and all General Construction work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC 1 – FLOOR FINISES IN MEETING ROOM:

This add alternate for all costs associated with the installation of new Acrylix Gencore solid surface floor and rubber base in the existing meeting room and recreation room (including removal and disposal of existing carpet) shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC 2 – WAINSCOT IN MEETING ROOM:

This add alternate for all costs associated with the installation of new wainscot in the existing meeting room shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC 3 – EXISTING WINDOW REPLACEMENT:

This add alternate for all costs associated with the removal and replacement of existing windows shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC 4 – SOUTH BAY CEILING REFINISHING:

This add alternate for all costs associated with painting the existing exposed ceiling in the existing south apparatus bay including protection of equipment and fixtures and painting of all exposed roof deck, joists, beams, piping, conduit and ductwork shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC K1 – KITCHEN RENOVATION:

This add alternate for all costs associated with renovating the existing kitchen finishes (excluding hood alterations included in Add Alternate K1) shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 GC K2 – KITCHEN HOOD ALTERATIONS:
(This alternate will only be accepted in conjunction with Add Alternate K-1)

This add alternate for all costs associated with the renovations required for installation of a new kitchen hood (hood by Mechanical Contractor) including roof access and fan service area shall be in the amount of:

_____ (\$_____)

BASE BID 1901M: MECHANICAL WORK

This base bid for any and all Mechanical work including any and all materials, labor, installations, and coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of: _____

_____ (\$ _____)

**ADD ALTERNATE NO. 1901.M1 – APPARATUS BAY HVAC UNIT
INSTALLATION:**

This add alternate for all costs associated with the installation of the HVAC system to be added into the existing apparatus bays shall be in the following amount of:

_____ (\$ _____)

ADD ALTERNATE NO. 1901.M2 – BUILDING MANAGEMENT SYSTEM:

This add alternate for all costs associated with the installation of a complete building management system for mechanical systems control shall be in the following amount of:

_____ (\$ _____)

ADD ALTERNATE NO. 20-04 M K2 – KITCHEN HOOD INSTALLATION:

This add alternate for all costs associated with the removal and replacement of the existing kitchen hood, fans and ansul system shall be in the amount of:

_____ (\$ _____)

BASE BID 20-04 P: PLUMBING WORK

This base bid for any and all Plumbing work including any and all materials, labor, installations, and coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of: _____

_____ (\$ _____)

ADD ALTERNATE NO. 20-04 P K1 – KITCHEN ALTERATIONS:

This add alternate for all costs associated with the renovations to the existing kitchen including installation of new floor drains, plumbing fixtures and devices and disconnecting and re-connecting kitchen equipment (gas) including new gas piping with shut off valves shall be in the amount of:

_____ (\$_____)

BASE BID 20-04 FS: FIRE SPRINKLER WORK

This base bid for any and all Fire Sprinkler work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of:_____

_____ (\$_____)

ADD ALTERNATE NO. 20-04 FS1 – ATTIC COVERAGE:

This add alternate for all costs associated with additional heads to cover the existing building attic areas shall be in the amount of:

_____ (\$_____)

BASE BID 1901E: ELECTRIC WORK

This base bid for any and all Electric work including any and all materials, labor, installations, and coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of: _____

_____ (\$_____)

ADD ALTERNATE NO. 20-04 E K2 – KITCHEN RENOVATION:

This add alternate for all costs associated with renovating the existing kitchen electric and lighting shall be in the amount of:

_____ (\$_____)

ADD ALTERNATE NO. 20-04 E K2 – KITCHEN HOOD ALTERATIONS:

This add alternate for all costs associated with additional fire alarm and controls required for installation of a new kitchen hood (hood by Mechanical Contractor) roof fan power wiring shall be in the amount of:

_____ (\$_____)

BIDDER AUTHORIZATION:

Corporate or Company Name: _____

By: _____
Name & Title

Signature: _____ Date: _____

State of _____

County of _____

Sworn before me this ____ day of _____, 2020

Notary Public – State of _____

(To be completed by Notary Public duly authorized in jurisdiction where executed)

For Corporate Bidders:

Corporate bidders must attach Corporate Resolution authorizing execution of bid by agent executing this bid form

All bidders shall indicate unit pricing associated with their bid on the following Attachment A Unit Price Summary.

ATTACHMENT 'A' UNIT PRICE LIST

All pricing is to furnish & install including general conditions, profit & overhead.

GENERAL CONSTRUCTION:

6" Storm piping	/lin. Ft.
Linear foot of concrete curbing	/lin. Ft.
Square foot 4" reinforced concrete sidewalk	/sq. ft.
Linear foot of 6' high chain-link fencing	/lin. Ft.
Brick paver installation and prep work per plan	/ sq. ft.
1'-2" concrete foundation wall per plan	/cu. Yd.
1'-8" concrete foundation wall per plan	/cu. Yd.
Interior 8" CMU walls per plans	/sq. ft.
4" Brick veneer replacement	/ sq. ft.
Brick veneer re-pointing	/sq.ft.
Door & frame per unit, installed (3'-0" X 7'-0" standard)	Ea.
Electric strike installation (HES 5000/9500 model)	Ea.
Framed/insulated/finished gyp. bd. wall (9'-0" min height)	/lin. Ft.
¾" T&G CDX roof sheathing replacement where required	/sq. ft.
Acrylx Gencore laminate flooring	/sq. ft.
Rubber flooring	/sq. ft.
4" rubber base	/lin. Ft.
Acoustical ceilings	/sq. ft.
Access panel (24"x24" insulated) installed	Ea.
Priming + 2 coats paint	/sq. ft.

ELECTRICAL:

Power outlet box	Ea.
Power wire in ¾" conduit	/lin. Ft.
Light switch per lighting circuit in same room	Ea.
Low voltage data outlet & box	Ea.
Data wire Cat6	/lin. Ft.
Electric strike power/control wiring per door	Ea.
Smoke/heat detector	Ea.
Strobe	Ea.
Pull Stations	Ea.
Fire alarm wiring	/lin. Ft.
¾" conduit with drag line	/lin. Ft.

PLUMBING:

Linear foot of domestic ¾" water piping	/lin. Ft.
2" above ground gas piping	/lin. Ft.
4" below ground gas piping	/lin. Ft.
Linear foot of sanitary piping 3 " & 4"	/lin. Ft.
Lineal foot of sanitary piping up to 2"	/lin. Ft.
Lineal Pipe insulation 3" & 4"	/lin. Ft.
Lineal foot of sanitary piping up to 2"	/lin. Ft.

HARRISON FIRE DISTRICT

FIRE SPRINKLER:

Sprinkler head	Ea.
Linear foot of 1" branch piping	/lin. Ft.
90 degree or Tee fitting	Ea.

MECHANICAL:

Linear foot radiator	/lin. Ft.
.5" hydronic piping	/lin. Ft.
.75" hydronic piping	/lin. Ft.
1" hydronic piping	/lin. Ft.
1.25" hydronic piping	/lin. Ft.
1.5" hydronic piping	/lin. Ft.
Refrigerant piping	/Lin. ft.

**Indemnification and Hold Harmless and Insurance Requirements
For the Town Village of Harrison/Harrison Fire District
Firehouse Construction Contracts**

For the Following Project:

**Proposed Firehouse Addition & Alteration for
Harrison Fire District
206 Harrison Avenue
Harrison, NY 10528**

The Owner:

**Town Village of Harrison/Harrison Fire District
1 Heineman Place
Harrison, NY 10528**

The Architect:

**Sendlewski Architects PC
215 Roanoke Avenue
Riverhead, New York 11901**

The Clerk of the Works:

TBD

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance in its own behalf, and furnish to the Town/Village of Harrison/Harrison Fire District, Architect and the Clerk of Works certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in this insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than FIVE Million (\$5,000,000.00) dollars per occurrence. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.

2. Completed Operations/Products Liability

3. Broad Form Property Damage

4. Personal and Advertising Injury Liability

5. Independent Contractors

6. Endorsements must be furnished reflecting the inclusion of the interests of Owner and naming it as an Additional Insured on a primary and noncontributing basis.

7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of New York.

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Coverage provided under the Commercial General Liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. This policy shall name Town/Village of Harrison/Harrison Fire District as an additional insured.

D. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) dollars.

E. The above insurances shall each contain the following wording verbatim: “The Town/Village of Harrison/Harrison Fire District is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to Town/Village of Harrison/Harrison Fire District, 1 Heineman Place, Harrison, New York 10528 by certified mail – return receipt requested.”

F. The amount of insurance contained in the aforementioned insurance coverage shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

G. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the Architect which shall be subject to the Owner and the Architect approval of adequacy of protection and the satisfactory character of the Insurer.

H. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

- I. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) dollars per occurrence and Two Million (\$2,000,000) dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

HOLDHARMLESS /INDEMNIFICATION

To the fullest extent permitted by law, by acceptance of this Contract, Contractor agrees to indemnify and hold the Town/Village of Harrison/Harrison Fire District, the Clerk of the Works (TBD) and Sendlewski Architects PC harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
2. is caused in whole or in part by any negligent act or omission of the Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable.

In addition, and to the fullest extent permitted by law, by acceptance of this Contract, Contractor agrees to indemnify and hold the Town/Village of Harrison/Harrison Fire District, Clerk of the Works and Architect harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense is for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the Town/Village of Harrison/Harrison Fire District, Clerk of the works and Architect, whether or not the Contractor is partially negligent.

Further, to the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Town/Village of Harrison/Harrison Fire District, Clerk of the Works and Architect, harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or in connection with the work provided that any such claim, damage, loss or expense is based upon or imposed under any obligation of the Town/Village of Harrison/Harrison Fire District, Clerk of the Works, Architect under the Labor Law.

Name of Contractor

Signature

Printed Name

Title

Sworn to before me this _____ day

of _____, 2014

Public Notary

AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

**Organization's Authorized Representative
Signature**

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Additions and Deletions Report for AIA® Document A305™ – 2020

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:49:03 ET on 04/01/2021.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:49:03 ET on 04/01/2021 under Order No. 2859018409 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SPECIFICATION 1901

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

01010.0100 GENERAL

1. This project includes an addition and alterations to the existing firehouse facility for the Harrison Fire District located at 206 Harrison Avenue, Harrison, New York, including selective demolition, new construction, alterations, utilities and systems, sitework, etc. including but not limited to the following:

General Construction Scope of Work:

The scope of work for General Construction work shall include providing all materials, labor, equipment, installations, coordination with other trades, and all other persons having a role in the project for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:

1. The general construction base bid shall include an existing conditions allowance in the amount of thirty five thousand dollars (\$35,000.00).
2. Site preparation for construction including temporary fencing, barriers and silt fences and filters, construction access gates, temporary drainage sump, protection of existing drainage structures, SWPPP on site practice management, etc. as required to carry out the work including site demolition, new firehouse addition and related site improvements.
3. Providing and maintaining portable toilet and on-site construction trailer including an office for the exclusive use of the owners on site project representative.
4. Alterations to the existing building prior to commencement of the new addition and alteration of the facility as required for the fire department to continue use of the facility and respond to and from the existing facility.
5. To the greatest extent possible, the use of existing areas within the facility by the fire department shall be maintained during construction. The project schedule shall include a staging and sequencing timeline indicating areas that will be affected where owner occupancy and use is required to be discontinued.
6. Preparing and maintaining the overall project schedule including coordination and inclusion of tasks and duration of the work of other trades.
7. Assigning a full-time on-site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the work of the general construction phase of the project including the work of any and all sub-contractors.
8. Coordinating all work with the work of other trades.

9. Coordinating all work along Freemont Street with the Town of Harrison department of Highways as required for any and all roadwork, curb and sidewalk installations and related work.
10. Coordinating any and all town building department, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and obtaining on behalf of the owner a final certificate of occupancy for the facility and related site work.
11. Coordinating any and all third-party testing throughout the duration of the project. The testing will be completed by a licensed testing company engaged by the owner. Testing shall be paid for by the owner by separate independent agreement.
12. Providing all field surveying as required to establish benchmarks, stake out the building, curbs, drainage, etc. as required to carry out the work. The final as built survey shall be completed by the owner's surveyor and paid for by the owner.
13. Development of all site work for the overall project including removal of existing asphalt and improvements as required, excavation, grading, drainage, retaining walks, curbs, walks, aprons, paved parking areas, fencing and relate work.
14. Construction of a new Type II B Construction Classification addition to the existing firehouse facility including concrete, masonry, steel frame, concrete plank and miscellaneous steel work, rough and finished Carpentry work, thermal and moisture systems including insulation, damp proofing, roofing, etc., doors, windows and hardware, any and all finishes including interior and exterior materials not factory finished, specialties, equipment and gear racks, elevator and any and all other work not necessarily specified but required to be included for completion of all aspects of the project.
15. Providing temporary heat during construction including any and all tenting, heating blankets, interior building heating within the addition and temporary dehumidification throughout the finished areas of the facility (excluding the bay and ancillary areas) as required to maintain humidity levels between 25 and 55 relative humidity during any and all finishing and casework installations.
16. Providing a temporary generator if required to complete and test the elevator during installation prior to electric being made available within the new facility shall be included in the base bid.
17. Upon and concurrent with substantial completion, the General Contractor shall provide for and include the services of a professional cleaning company to provide a complete and final cleaning of the entire facility including but not limited to:
 - Removal of all temporary films and protective devices from any and all fixtures, equipment etc. and cleaning all equipment and fixtures.
 - Dusting of all surfaces.
 - Cleaning and polishing of all casework, counter tops and surfaces, wood doors, etc.

- Vacuuming all carpeted floor areas and carpet cleaning of any dirty carpeted areas.
 - Cleaning and waxing all VCT floors.
 - Cleaning all laminate flooring.
 - Cleaning all ceramic tile wall and floor finishes.
 - Cleaning all bathrooms, janitor's closets, and utility rooms.
 - Cleaning all windows and glass doors.
18. Refer to the drawings and individual specification sections for additional scope of work requirements.
19. Add alternates to be bid as part of the general construction bid shall include the following:
- Kitchen renovation.

Mechanical Scope of Work:

1. The mechanical base bid shall include an existing conditions allowance in the amount of fifteen thousand dollars (\$15,000.00).
2. Alterations to the existing building prior to commencement of the new addition and alteration of the facility as required for the fire department to continue use of the facility and respond to and from the existing facility.
3. To the greatest extent possible, the use of existing areas within the facility by the fire department shall be maintained during construction. The project schedule shall include a staging and sequencing timeline indicating areas that will be affected where owner occupancy and use is required to be discontinued.
4. labor, equipment, installations, coordination with other trades, etc. for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:
5. Complete preparation AutoCad coordination base drawings and mechanical and ductwork installation which will also be used for sprinkler, plumbing and electrical coordination documentation to be added.
6. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Mechanical work.
7. Assigning a full time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the mechanical work during the project including the work of any and all sub-contractors.
8. Coordinating all work with the work of other trades.
9. Preparation of any and all permit documents, applications and other items required and submission to governing authorities for permits required for installations including the add alternate kitchen hood & ansul system (if accepted). Any permit fees shall be paid for by the owner.
10. Coordinating any and all town building department, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and

- third party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with mechanical installations shall be included as part of the base bid contract.
11. Installation of any mechanical systems including boilers, piping, hydronic systems, HVAC systems, rooftop equipment, insulation, alternate kitchen hood and ansul system, etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
 12. Refer to the drawings and individual specification sections for additional scope of work requirements.
 20. Add alternates to be bid as part of the mechanical bid shall include the following:
 - Kitchen hood and ansul system.
 - Building management system.

Plumbing Scope of Work:

The scope of work for Plumbing work shall include providing all materials, labor, equipment, installations, coordination with other trades, etc. for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:

1. The plumbing base bid shall include an existing conditions allowance in the amount of ten thousand dollars (\$10,000.00).
2. Alterations to the existing building prior to commencement of the new addition and alteration of the facility as required for the fire department to continue use of the facility and respond to and from the existing facility.
3. To the greatest extent possible, the use of existing areas withing the facility by the fire department shall be maintained during construction. The project schedule shall include a staging and sequencing timeline indicating areas that will be affected where owner occupancy and use is required to be discontinued.
4. Preparation of coordination drawings on AutoCad base drawings provided by the mechanical contractor which will also be used for coordination documentation between all trades.
5. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Plumbing work.
6. Assigning a full time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the plumbing work during the project including the work of any and all sub-contractors.
7. Coordinating all work with the work of other trades.
8. Coordinating any and all town building department, fire marshal and any and all other required inspections (excluding the inspections required by other trades) and third party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility

- and related site work. The cost of all testing associated with plumbing installations shall be included as part of the base bid contract.
9. Installation of any plumbing systems including water services and RPZ devices, hot box, gas service and piping to all building equipment and generator, plumbing piping and insulation, plumbing devices and fixtures etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
 10. Preparation of all documents and applications and providing certificates of insurance naming the town as additional insured as required for the installation of the water, gas and sewer utility connections. Any permit fees shall be paid for by the owner.
 11. Refer to the drawings and individual specification sections for additional scope of work requirements.
 21. Add alternates to be bid as part of the plumbing bid shall include the following:
 - Floor drain at rear second floor terrace.
 - Water and gas services to alternate rear accessory garage.

Fire Sprinkler Scope of Work:

The scope of work for Fire Sprinkler work shall include providing all materials, labor, equipment, installations, coordination with other trades, etc. for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:

1. The fire sprinkler base bid shall include an existing conditions allowance in the amount of ten thousand dollars (\$10,000.00).
2. Alterations to the existing building prior to commencement of the new addition and alteration of the facility as required for the fire department to continue use of the facility and respond to and from the existing facility.
3. To the greatest extent possible, the use of existing areas within the facility by the fire department shall be maintained during construction. The project schedule shall include a staging and sequencing timeline indicating areas that will be affected where owner occupancy and use is required to be discontinued.
4. Preparation of coordination drawings on AutoCad base drawings provided by the mechanical contractor which will also be used for coordination documentation between all trades.
5. Preparation of all documents and applications and providing certificates of insurance naming the town as additional insured as required for submission and receipt of permits required for the installation of the fire sprinkler systems. Any permit fees shall be paid for by the owner.
6. Preparation of fire sprinkler permit drawings

7. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of fire sprinkler work.
8. Assigning a full time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the fire sprinkler work during the project including the work of any and all sub-contractors.
9. Coordinating all work with the work of other trades.
10. Coordinating any and all town building department, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and third party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with fire sprinkler installations shall be included as part of the base bid contract.
11. Installation of any fire sprinkler systems including main and branch piping, devices and valves, heads and trim etc., and all other work not necessarily specified but required to be included for completion of all aspects of the project.
12. installation of additional heads required by the acceptance of the alternate terrace roof and patio roof areas.
13. Refer to the drawings and individual specification sections for additional scope of work requirements.
14. Add alternates to be bid as part of the fire sprinkler bid shall include the following:
 - Coverage of rear second floor terrace and covered patio roof areas.

Electrical Scope of Work:

The scope of work for electrical work shall include providing all materials, labor, equipment, installations, coordination with other trades, etc. for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:

1. The electrical base bid shall include an existing conditions allowance in the amount of twenty thousand dollars (\$20,000.00).
2. Alterations to the existing building prior to commencement of the new addition and alteration of the facility as required for the fire department to continue use of the facility and respond to and from the existing facility.
3. To the greatest extent possible, the use of existing areas within the facility by the fire department shall be maintained during construction. The project schedule shall include a staging and sequencing timeline indicating areas that will be affected where owner occupancy and use is required to be discontinued.
4. Preparation of coordination drawings on AutoCad base drawings provided by the mechanical contractor which will also be used for coordination documentation between all trades.

5. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Plumbing work.
6. Assigning a full-time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the plumbing work during the project including the work of any and all sub-contractors.
7. Coordinating all work with the work of other trades.
8. Providing temporary service to trailer and construction site including new poles, H frame exterior meter and panel including an allowance of four thousand dollars (\$4,000.00) for electric usage during construction.
9. Providing temporary lighting and power during construction including sub panel in new building with ample power for all trades usage..
10. Installation of new main service including transformer pad and service wiring to designated O&R pole for new building. All usage when activated shall be paid for by the owner.
11. Installation of separate permanent service at the east site including H frame, exterior panel and site lighting. All usage when activated shall be paid for by the owner.
12. Coordinating any and all town electrical, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and third party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with electrical installations shall be included as part of the base bid contract.
13. Preparation of all documents and applications and providing certificates of insurance naming the town as additional insured as required for submission and receipt of permits for the installation of the fire alarm and utility connections. Any permit fees shall be paid for by the owner.
14. Installation of any electrical systems including electric services (temporary and permanent), site lighting, building electric and lighting including temporary power and lighting, conduit and wire for systems to be completed by others (access, surveillance, data, phone), all electrical devices and fixtures, gas fired generator, etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
15. Installation of fixtures and devices associated with covered terrace and patio to be bid as alternate.
16. Installation of sub-panel, wiring, devices and lighting associated with rear garage to be bid as alternate.
17. Refer to the drawings and individual specification sections for additional scope of work requirements.
18. Add alternates to be bid as part of the general construction bid shall include the following:
 - Rear second floor terrace and covered patio roof lighting, fans and power.

- Rear wood frame accessory garage electrical and fire sprinkler work.

01010.0200 DRAWINGS AND SPECIFICATIONS

- A. The successful contractors shall be furnished upon request additional contract documents free of charge.
- B. Additional documents will be furnished as deemed necessary by the Architect.
- C. All drawings and specifications and all copies thereof shall remain the property of the architect and shall not be copied or used for any other project and shall be returned if requested.
- D. Each contractor shall keep one set of the most recent drawings, specifications and other contract related documentation at the project site during construction. Each contractor shall maintain one set of marked up drawings indicating as built conditions and changes during construction. As built drawings shall include reference dimensions from building corners and or fixed monuments for location of all underground work.
- E. In the case of a discrepancy between information included in the documents, interpretation shall be given by the Architect.

01010.0300 LAYING OUT

- A. Each contractor shall lay out their own work.
- B. Each contractor shall thoroughly examine the documents, shall verify all existing conditions prior to start of work and shall report any discrepancies to the Construction Clerk/Administrator.
- C. Each contractor shall locate and verify any and all utilities, equipment, structures etc. and to protect same against damage during construction. Any damage caused shall be repaired by the contractor at no additional cost to the owner without exception.
- D. Each contractor shall establish all heights, datum elevations, etc. from field benchmark location. Each contractor shall employ standard surveying and field engineering as required for same and shall be liable for accuracy of his work.
- E. Owners surveyor shall establish datum and will stake location of building and curbs.

01010.0400 COORDINATION

- A. All prime contractors shall be required to coordinate and schedule their work with other prime contractors as required to facilitate sequencing, coordination, etc. It shall be the responsibility of each contractor to notify the other prime contractors of conditions that will affect their work that will require coordination and/or verification. No change orders will be considered for costs incurred due to lack of proper coordination. All notifications between prime contractors shall be in writing or via meeting minutes to be considered valid. Contractors who do not comply with notices or schedules for coordination required by other contractors shall have any additional costs borne by subsequent contractors deducted from their contract.
- B. Each contractor shall review the entire set of drawings to coordinate their work with work of other trades and to verify information that will affect their work. (i.e. reflected ceiling plan takes precedence over other drawings for locations of lighting fixtures, sprinkler heads, etc.) In general, locations indicated on architectural plans takes precedence over other documents. Architect shall provide interpretation of locations etc. when requested.
- C. Trades shall coordinate work with other trades and the owner's representative. The owner shall employ a Clerk of Works to oversee operations on
- D. Each contractor shall maintain one set of marked up drawings to indicate any and all deviations for as built conditions and shall turn over same to Architect upon completion of project.
- E. Each Contractor shall provide other prime contractors with any and all inserts, sleeves, etc. and any additional information necessary for items to be incorporated into their work. Each contractor shall install sleeves and inserts for other trades into their work.
- F. All contractors shall review and sign off coordination drawings prior to start of work in AutoCad format as follows:
 - 1. Architect shall provide Autocad disk of floor plan and structural plans to general contractor to insert finish floor and ceiling elevations and pertinent structural steel elevations.
 - 2. Mechanical contractor to add all ducting, equipment, piping, sleeve locations, etc. and elevations.
 - 3. Plumbing contractor to add all piping, sleeve locations, etc. and elevations.
 - 4. Fire sprinkler contractor to add all piping locations and elevations.

5. Electrical contractor to include all fixtures and verify required clearance.
6. Each prime contractor shall note location and elevation of sleeves blocking, supports, etc. to be provided and installed by other trades.
6. each contractor shall revise drawings as necessary to avoid conflicts with other trades.
7. All contractors must sign documents to be maintained at the project site.

SECTION 01300 - SUBMITTALS

01300.0100 CONSTRUCTION SCHEDULES

1. The work shall be done in sections, if necessary, commencing work or discontinuing operations as directed by the Architect. The work shall be executed at such time and in such a way as to cause the least inconvenience to the Fire District and with proper consideration for the rights of other Contractors. Each contractor shall keep in touch with the entire operation via the Architect and install his work promptly.
2. The comprehensive schedule for the Project shall be prepared by the General Contractor within two (2) weeks of notice of award of contract which shall be forwarded to all Contractors.
3. Each trade contractor shall add their work on the comprehensive schedule within one (1) week of receipt and return same to the General Contractor.
4. The general contractor shall add all trades schedules onto the master schedule for review and acceptance at the project kick off meeting. Each contractor is required to sign the schedule indicating acceptance prior to start of work.
5. Each contractor shall cooperate with the Architect in revising and monitoring the schedule and is required to promptly furnish the Architect with such data as may be requested including their own intended schedule.
6. The schedule shall be the basis for the dates for starting and completing work for the various portions of each contract and for completing the work for the entire Project. It shall be the duty of each contractor to conform to the approved schedule and to arrange his work in such a manner that it will be installed within the time limits indicated.
7. The Architect will establish a program to re-evaluate and update the schedule periodically in accordance with job requirements and will recommend updating for the approval of the Owner. A representative of each contractor shall meet with the Architect and shall furnish to him information necessary for such re-evaluating and updating, and, if applicable, information in regard to such contractor's proposed effort to overcome any incurred delays. The form of such information shall be as required by the Architect. The final determination to revise the schedule rests with the Architect.
8. Each Contractor is required by virtue of his Contract to take whatever steps are necessary and to cooperate in every way possible with the other contractors in order to maintain the schedule and the scheduled completion date. No additional compensation will be considered for such action and cooperation.

9. Each contractor is required to consult with and fully cooperate with the other contractors and the Architect in regard to any changes which may be required to be made in the schedule. Any possible means of shortening the schedule, at no additional cost, shall be brought to the attention of the Architect.

01300.0200 SHOP DRAWINGS AND SAMPLES

1. All submittals shall be in PDF format and submitted via Procore using files that will be set up for each trade for access and file sharing. Review of submissions shall be completed within ten (10) days.
2. Submit standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the item to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls and all other pertinent information.
3. For all other shop drawings, submit PDF copies of each drawing. Each drawing shall be a clear space of approximately 4 inches by 4 inches for stamps: "date received"; "approved"; "approved as noted"; "disapproved"; "resubmit". For coordination drawings, Autocad documents shall be utilized.
4. The following items MUST be submitted within thirty days of award of contract for coordinated approval:
 - Concrete/rebar.
 - Steel.
 - Concrete plank.
 - Masonry.
 - Elevator.
 - Doors, frames & hardware.
 - Windows.
5. The approval of shop drawings by the Architect will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting, construction of work, furnishing of materials or work required by contract and not indicated on shop drawings. Shop drawing approval shall not be construed as approving departures from contract requirements. Any and all verification of dimensions for fabrication shall remain the responsibility of the contractor.
6. Submittals returned "revise & resubmit" or "rejected" shall be corrected and a new resubmitted provided until final approval is obtained.
7. Submittals returned "no exception taken" and/or "make corrections noted", "approved" and/or "approved as noted", the Contractor shall print and provide such number of prints of the submittal for field distribution and one (1) prints for the owners representative's record.

8. Note other shop drawing and sample requirements in the general conditions and elsewhere.
9. The Contractor shall submit to the Architect for approval samples of materials he proposes to use, as directed. Sample shall be in duplicate, of sufficient size or number to show the quality, type, range of color, finish, and texture of the material he intends to furnish under the Contract.
10. Each sample shall have label bearing the name and quality of the material, the Contractor's name, date, specification number, specification section and building name. A letter from the Contractor requesting approval should accompany all such samples. Transportation charges to the office of the Architect must be prepaid on samples forwarded.
11. Samples shall be submitted in due time so as to permit proper consideration without delaying the Contractor's operation. Material should not be ordered until approval is received in writing. All materials shall be furnished equal to approved samples. The use of any material will be permitted only as long as its quality remains equal to the approved samples.

01300.0300 JOB MEETINGS

1. During the course of the work, the Architect shall hold job meetings for the purpose of coordination of the work, reviewing work completed and in progress and to answer any and all Contractor's questions.
2. The meeting will be on a weekly basis during the active period of the construction work on each Wednesday at 1:00 pm. All trades shall allow a minimum of two (2) hours representation at each project meeting. No other project meetings or commitments shall conflict with the contractors required schedule to be in attendance at the meetings.

01300.0400 APPLICATIONS FOR PAYMENT

1. Each contractor shall submit their schedule of values upon notice of intent of award of contract. Schedule of values shall include a complete breakdown of all separate systems and portions of the work. Include allowance line items on the schedule of values.
2. Pencil requisitions shall be provided to the owner's representative at the first job meeting of each month for review at which time the owners representative will complete his evaluation and provide same to the Architect for final approval.
3. Payment requests shall cover the time period ending the last full work week of the previous month.

4. Contractors shall submit the following at the third job meeting of each month for approval at said meeting for payment:
 - Four (4) copies of AIA G702 - Application and Certificate for Payment with schedule of values indicating percentages of completion of all portions of the work.
 - Two (2) copies of letters of payment/partial payment from trades/subcontractors for work previously completed.
 - Two (2) copies of certified payroll and copy of employee sign in sheet.
5. Contractors who do not submit payment requests in full as indicated in item 4 above will have said payment delayed until the following pay period.

01300.0500 FIELD ENGINEERING

- A. Provide field engineering services, establish grades, lines and levels, by use of recognized engineering survey practices.
- B. Establish controlled datum benchmark for project using standard surveying practices. Locate and protect control and reference points.

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SECTION 01500 - TEMPORARY FACILITIES & CONTROLS

01500.0100 WORK INCLUDED

1. Each Contractor shall furnish all necessary transportation, scaffolding, centering, grounds, blocking, forms, hoists, labor, tools, and mechanical appliances and all other means, materials, and supplies for properly completing their work, unless otherwise expressly provided by the scope of work prepared by the Architect. This shall include all necessary dewatering equipment required to keep its excavations, trenches, structures, etc., free from water at all times, except as otherwise expressly required by the Specifications.
2. In addition to all other equipment, plant, etc. specified elsewhere in the Specifications, the Contractor as herein designated, shall include all transportation, labor, materials, tools, and appliances, and perform all operations in connection with providing the Temporary Facilities and controls as herein specified complete, in strict accordance with the Architect's scope of work, and as required by law and conditions at the building and site and necessary to complete the work. The respective Contractors for construction, plumbing, heating and electrical work shall furnish, maintain and operate the following temporary equipment and services for the common use of all engaged in work on this project, unless otherwise noted.
 - a. Hoisting equipment, scaffolding, shoring, etc. (Each Contractor)
 - b. Storage areas, vehicular parking. All contractors shall park where directed by the Owner. The east site is available at the contractors own option and expense for temporary use for storage, parking, staging, etc. Any and all improvements and full restoration of disturbed areas upon completion shall be at contractors expense..
 - c. Temporary electric lights and power. Electrical Contractor shall provide a new exterior panel at the existing electrical service pole location currently located at the west side of the existing parking lot and will run all on site temporary light and power and power to the job trailer. Cost of electric consumption until permanent power is on shall be paid by the owner. Temporary light is for general lighting purposes only. The electrical contractor shall provide power to the construction and a temporary service to the new addition portion of the facility including a panel with outlets at each floor and mezzanine level. Each trade contractor shall provide their own task lighting.
 - d. Temporary water supply. Existing on site exterior hose bib may be used for temporary water. Trades shall provide their own hoses and nozzles. Each contractor may use on site water.
 - e. Rubbish removal. Each contractor for their own work.

- f. Toilet facilities will be Port-A-Lav at site provided and maintained by the General Contractor for use of all trades.
 - g. Field Offices. Required for general Contractor, optional for other trades. Office provided by GC to have a separate office for the owner's clerk of works and a conference area with 12 chairs. Internet service shall be provided with access for use of all trades.
 - h. Temporary telephone service. Contractors shall provide their own phone as required.
 - i. Storage sheds. (Each Contractor as required for their own work).
 - j. Temporary enclosures and guards. General contractor shall provide temp fence around site and on site safety guards. Each contractor shall provide safety fencing around their own trenching.
 - k. Temporary Heating. (Each Contractor as required to perform their own work).
3. At the completion of the work, all temporary facilities and controls shall be removed from the site and all areas and items which were occupied by, damaged or marred by these temporary facilities and controls shall be repaired and restored to their original condition.
4. Use of Services: The use of several temporary services as specified herein shall be available to all Contractors.

01500.0200 PRODUCTS AND EXECUTION

1. Hoisting Equipment, Scaffolding, Shoring, Etc.
- a. Each Contractor (and each Subcontractor entering upon the work) shall furnish, install, erect, maintain, protect, and upon completion dismantle and remove such temporary construction named below, both interior and exterior, for his own use during the project construction: Temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, ladders, runways, hoisting equipment.
 - b. Each Contractor shall assume responsibility for stability, safety, fire resistance, warning lights, signs and operating procedures, and shall conform to all National Safety Standards and State Labor Laws and Regulations.
 - c. All Contractors shall comply with all applicable rules and regulations of the Federal Occupational Safety and Health Act.
2. Storage Areas, Vehicular Parking

- a. Each Contractor shall provide and maintain a temporary area at the site suitable for the stockpiling and storage of equipment and materials. These facilities shall be for use by personnel for all contracts of the project and shall be contained within the locations designated by the Owner. Owner shall dictate on site parking area for Contractors.

3. Temporary Electric Light and Power

- a. The Contractor for electrical work shall provide all necessary temporary light and power required during construction for all trades. Each Contractor shall provide their own extensions for power and their own task lighting.
- b. Each Contractor shall make every effort to conserve energy.
- c. All temporary wiring and equipment shall be installed in conformity with the National Electrical Code as well as the New York State Building Construction Code and Facility restrictions.

4. Temporary Water Supply

- a. All Contracts: Each Contractor shall provide any hose or other extensions required by his work and shall also provide all necessary labor, containers, etc., required to deliver water necessary for his work.
- b. All Contractors shall use the precautions necessary to prevent water being wasted.

5. Rubbish Removal

- a. Rubbish disposal cartage facility shall be provided by each Contractor for his own work. Each contractor shall be responsible for daily clean up of his work and debris.
- b. The burning or burial of any waste material, rubbish or debris shall not be permitted at the site.

6. Toilet Facilities

- a. Toilet facilities as provided herein shall be used by the workmen and shall be provided and maintained by the General Contractor.
- b. Use of permanent toilet facilities is prohibited. Disposal of paint, solvents or any other deleterious materials shall not be disposed into the sanitary drainage system incompatible with their use.

7. Field Offices

- a. General contractor shall provide trailer with two (2) offices and conference room. One (1) office shall be used by Owner's representative. Conference table and twelve (12) chairs shall be in conference room to be used for job meetings.
- b. Location of field offices shall be approved by the Owner. Contractor shall remove field office at completion of construction, or when directed by the Owner/Architect/Clerk of Works.

8. Temporary Telephone Service

- a. Each Contractor shall provide and pay for the regular commercial telephone service as required for his own use. General Contractor shall maintain a jobsite phone and fax machine and on site WyFi.

9. Storage Sheds

- a. Each Contractor shall provide and maintain temporary trailers on the project site as required for his own use. Location shall be approved by the Owner/Architect. Remove sheds when work is completed, or as directed by the Owner/Architect/Clerk of Works.

10. Temporary Enclosures and Guards

- a. As indicated in the Architect's scope of work, each Contractor shall furnish, erect and maintain, for as long as required, all temporary partitions, closures, covering, guard rails, barricades and the like, which shall be of approved materials and construction for the following purposes.
 1. Confining dust and debris in the immediate areas in which work is performed.
 2. For guard rails as required by OSHA.
- b. All of the barriers and protection work shall be maintained in good condition and be removed when directed by the Architect.
- c. Each Contractor shall be responsible for protecting work from damage during the progress of construction and for correction of damage caused by the elements or others including unlawful entry.
- d. Each Contractor shall be responsible for barricades at their own site excavations and trenches.

01500.0300 DISCONTINUANCE, CHANGES AND REMOVAL

1. Discontinuance: The temporary facilities and services specified shall be discontinued as when their use is no longer required or if they impede the progress of the work. Each Contractor shall thereafter provide under his Contract, at no increase on the Contract amount, any and all temporary service required by his work to replace the discontinued services.
2. Changes: Should a change in location of any temporary facilities or services specified as necessary in order to progress the work properly, the Contractor providing said facilities and services shall remove and relocate them without an increase in the Contract amount.
3. Removal: when no longer needed during the construction process, all temporary equipment and services shall be removed from the site by the responsible Contractor.

01500.0400 SPECIAL CONTROLS - (ALL CONTRACTORS)

1. Fire Prevention Control

- a. General: Take all precautions necessary and required to prevent fires.
- b. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriter's Laboratory approved containers.
- c. Provide and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity of the work when welding tools or torches of any type are in use.
- d. Volatile liquids shall not be used for cleaning agents or as fuels for motorized equipment or tools within a building except with written approval of the Architect.
- e. Tarpauling shall be securely anchored and flameproofed when attached to any wood scaffolding and when used to enclose any portion of a building.

2. Pollution Control

- a. Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems or into streams or waterways is prohibited. Any violation, intentional or accidental, obligates the involved contractor or contractors to clean up and remediate as necessary for restoration including violations and penalties imposed by any authority having jurisdiction.

3. Traffic Control

- a. Access: Contractors shall control routes of ingress and egress on the grounds and to the locations of the work shall be over routes as directed by the Architect.

- b. Parking: Parking of vehicles belonging to Contractors or their employees shall be in legal municipal parking lots. No on-site parking permitted.

01500.0500 RUBBISH REMOVAL

1. Each Contractor shall clean up the debris resulting from the work at the end of each day's work and leave work areas broom clean. Debris shall be dumped into covered containers designed to avoid spills or pollution from occurring provided by each Contractor for his own work.

01600.0100 STORAGE AND PROTECTION

1. Each Contractor shall take all precautions required to prevent fires as a result of its operations. Where flame cutting torches, blow torches, or welding tools are required to be used within building, their use shall be in accordance with OSHA. When welding tools or torches of any type are in use, the Contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the dry chemical type. The fire extinguisher shall be provided and maintained by the Contractor.
2. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriter's Laboratory approved containers. Storage of gas shall be in locations as per OSHA.
3. No volatile liquids shall be used in cleaning agents or as fuels for motorized equipment or tools within a building. Bulk storage of volatile liquids shall be prohibited. Limited storage of volatile liquids shall be outside of building and limited in volume to that necessary for reasonably anticipated needs.
4. The Contractor shall comply with the following requirements relating to compressed gas:
 - a. Where compressed gas of any type is used for any purpose at the Project site, it shall be contained in cylinders complying with ICC regulations as to manufacturing, filling, marking, testing, tagging, valving, and shipping. Gases of different types shall not be stored together except when in use and when such proximity is required.
 - b. All gas cylinders shall be stored in sheds, constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from the other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over valve.
 - c. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required to read Part 3 of Pamphlet P-1 "Safe Handling of Compressed Gases" published by The Compressed Gas Association, 500 Fifth Avenue, New York, New York 10036.
 - d. Where LP-Gas is required for temporary Heat (including construction heat), the number of cylinders within the structure or building shall be limited to the least

- amount required, in general, one (1) cylinder per heater. Cylinders and heaters shall be connected with two (2) braid neoprene hoses fitted at each end with threaded unions and capable of withstanding a pressure of 250 P.S.I. The length of hose shall not exceed 30 feet and shall be protected from mechanical injury, kinking and abrasion. Heaters shall not be less than six (6) feet from any tarpaulins or other type closure. All tarpaulins and other type closures shall be secured so as not to be blown loose. All debris and rubbish shall be removed as directed to prevent fire hazards.
- e. Where local ordinances are in effect regarding gas cylinders (their use, appurtenances and handling), such ordinances shall supplement the requirements of this Article.
 - f. LP-Gas Heating will not be permitted in enclosed areas below grade.
 - g. Any cylinder not having the proper ICC marking or reinspection marking, or any cylinder which fails to meet the requirements of the "Standards of Visual Inspection of Compressed Gas Cylinders" of the Compressed Gas Association, Inc. shall be returned to the supplier. Any cylinder which develops a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.
5. The Contractor shall comply with the following requirements relating to welding and cutting:
- a. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
 - b. During welding or cutting operations, a Contractor's agent shall act as a Fire Watch. The Fire Watch shall have proper eye protection and suitable fire fighting equipment including fire extinguisher, bearing current Inspection Certificate, asbestos gloves and any other equipment deemed necessary.
 - c. Welding or cutting shall not be done near flammable liquid, vapors or tanks containing such material.
 - d. Where cutting or welding is done above or adjacent to (within 10 feet) combustible material or persons, a shield of incombustible material shall be installed to protect against fire or injury due to sparks or hot metal.
 - e. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and as close as practical to the operation. Tanks, actives or spares, shall be protected from excess heat and shall not be placed in stairways, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.

- f. Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.
- g. Contractor shall secure all required inspections associated with his work.
- h. All equipment, hoses, gauges, pressure reducing valves, torches, etc., shall be maintained in good working order and all defective equipment shall immediately be removed from the job.
- i. No person shall be permitted to do any welding or cutting until his name, address and current License Number have been submitted in writing to the Architect.
- j. Contractors for work outside the buildings shall commence operations promptly on award of Contract, and shall be responsible for same being kept clear of materials, debris, etc., in connection with their own work and that of other Contractors. If a Contractor for outside work allows other Contractors to deposit material, etc. over its lines, it shall be responsible for all delay and extra cost occasioned thereby.

01600.0200 CUTTING, ETC. (EACH CONTRACTOR)

1. No Contractor shall disturb any of the completed structure, piping, apparatus or other work unless expressly required by the Contract. Where cutting, drilling or removals are required in finished wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure. Prior to any cutting, drilling or removals, the Contractor shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members. No structural members such as joists, beams or columns supporting work shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected to compensate for such cutting, drilling and removals are shown.
2. Each Contractor shall provide such openings, channels, chases, flues, etc., as may be required for its work and for the work of others, required by the Contract Documents.
3. Unless otherwise specified, each Contractor shall furnish and install all sleeves, inserts, hangers, etc., required for the execution of its work, and failing to provide such, shall do all necessary cutting and patching required for the execution of its work. All sleeves, etc., shall be packed and filled to be smoke, fire and vermin proofed.
4. No Contractor shall endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor except with the consent of the Architect.
5. All work shall conform to the Occupational Safety and Health Administration standards and requirements.

6. All cutting required for the work of the trades will be done by Contractors performing such work, unless otherwise noted on the drawings or specified herein.
7. Each Contractor shall be responsible for the cutting of walls, floors, ceilings, etc., for the installation of, access to, corrective work, pertaining specifically to the work in their trade.
8. All cutting shall be core drilled or be cut square and large enough only to accept the Contractors work and be readily patched.
9. All openings shall be cut to a minimum so as to accept Contractor's piping, conduit and duct work and require minimum patching.
10. Each Contractor shall be responsible for patching of openings cut in the walls, floors, ceilings, etc., so as to close around his work in a neat and workmanlike manner.
11. In all cases, all roof penetrations and framing for roof openings should be done by the Structural Steel Contractor. The Heating and Ventilating, Plumbing and Electrical Contractors shall provide their pipes, ductwork, vents, etc., through the roof openings, providing required curbs, caps and equipment. The Roofing Contractor shall close the openings, flash as required, make the roof tight in accordance with the Specifications and be responsible for the tightness of the roof.

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SECTION 01631 - PRODUCT SUBSTITUTIONS

- A. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions".
- B. Submittal: Requests for substitution will be considered if received within ten (10) days prior to commencement of the Work. Any and all substitutions may be accepted or rejected at the discretion of the Architect. If substitutions are rejected, the contractor shall provide the specified item at no additional cost to the owner.
- C. Should any substitution require a change of scope or cost by any other contractor, the contractor submitting for said substitution shall be responsible for any added costs incurred as a result of the substitution.
 - 1. Submit three (3) copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.
 - 2. Identify the product or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A comparison of significant qualities of the proposed substitution with those specified.
 - d. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will be necessary to accommodate the proposed substitution. The contractor shall also confirm and be responsible for any added cost required by any other trade to accommodate the substitution.
 - e. A statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in

application indicated. Include Contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.

3. Architect's Action: Within ten (10) days of receipt of the request for substitution, the Architect will request additional information necessary for evaluation. Within ten (10) days of receipt of the request, or one (1) week of receipt of additional information, whichever is later, the Architect will notify of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order.
- C. Substitutions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements:
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered 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 receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. 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.

9. 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.
 10. 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 provide the required warranty.
- D. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

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SECTION 01700 - PROJECT CLOSEOUT

01700.0100 OPERATION AND MAINTENANCE DATA (EACH CONTRACTOR)

1. Where operating tests are specified, the Contractor shall test its work as it progresses, on its own account, and shall make satisfactory preliminary tests in all cases before applying for official tests.
2. Tests shall be made in the manner specified for the different branches of the work or portions thereof. The Contractor shall furnish all operating manuals, experienced personnel, materials and apparatus, shall make connections and conduct the official test. The test will be conducted in the presence of the owner's representative. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable.
3. No work of any kind shall be covered or enclosed before it has been tested and approved.

01700.0200 PROJECT RECORD DRAWINGS (EACH CONTRACTOR)

1. Each contractor will be furnished a set of prints of the Drawings for the purpose of keeping a complete record of all installation of work as actually made. Each contractor shall keep a complete record of his own work, and shall indicate deviations from the Drawings as to construction, mechanical, electrical, fire sprinkler and plumbing work which relate to his work. All information shall be recorded in a neat, legible and accurate manner. All changes, revisions or additions made in the installation of the work which differ from that required by the Drawings shall be noted.
2. Upon completion of the work, each Contractor shall forward one (1) set of the marked-up Drawings suitable for preparation of "as-built" drawings, to the Architect.

01700.0300 CLEANING UP (EACH CONTRACTOR)

1. Each Contractor shall clean up the debris resulting from his work daily and more often if the same interferes with the work of others or presents a fire or safety hazard, and shall legally dispose of same utilizing their own containers.
2. Should any Contractor fail to do his clean up, the Owner shall arrange to do the work and the Contractor shall be charged for the complete cost accordingly.
3. Upon completion of work including punch lists with limited exceptions approved by the architect, each contractor shall clean their own fixtures, etc. General Contractor shall clean the entire premises including counters, tile walls, windows, floors, etc. prior to Owner occupancy.

1. Each Contractor shall provide proof of payment made for all material and labor provided, including such proof or releases from all subcontractors and material suppliers for all work associated with the project. Each request for final payment must be supported by proof of payment made to each sub-contractor and material supplier or duly executed lien release.

01700.0500 GOVERNING AGENCIES

1. All work shall conform to and be performed in strict accordance with all governing agencies such as, but limited to:
 - a. New York State Building Construction Code.
 - b. Life Safety Code - NFPA.
 - c. Occupational Safety and Health Act (OSHA), schedules and requirements.
 - d. National Electric Code.
 - e. National Plumbing Code.
 - f. New York State Energy Code.
 - g. Westchester County Department of Health.
 - h. All other governing agencies.
2. Each Trade Contractor shall coordinate all inspections and obtain and provide inspection certifications for their work from governing agencies as required for the issuance of a Certificate of Occupancy.

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SECTION 01740 - WARRANTIES AND BONDS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in Architect's scope of work, to extend time limits provided by standard warranties or to provide greater rights for the Owner.
- C. Requirements for warranties for products and installations that are specified to be warranted are included in the individual scope of work prepared by the Architect.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.
- E. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- F. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- G. Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the scope of work. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.
- H. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the scope of work prepared by the Architect.
 - 2. The Owner reserves the right to refuse to accept Work where a special warranty or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

- I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
 1. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.

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