

Project Manual

Containing Drawings, Specifications & Notes

Second Floor

Community Room Renovations

for the

JOSEPHINE-LOUISE PUBLIC LIBRARY

Walden, New York

General Construction Work

Owner:**Josephine-Louise Public Library**

5 Scofield Street
Walden, New York 12586
p: 845•778•7621
f: 845•778•1946
waldenpubliclibrary.org

Library Board:

Mel Wesenberg, President
Edan Holmes, Vice President
Laura McNamee, Secretary
Jason Trafton, Treasurer Liaison
Rev. Ani Kunga Chodrun
John Cappello
Geraldyn Cronin

Date:

11 October 2022

Library Director:

Ginny Neidermier

Architect:**BUTLER
ROWLAND
MAYS**

Architects, LLP
57 West High Street
Ballston Spa, New York 12020
p: 518•885•1255
f: 518•885•1266

Sage Engineering Associates LLP

9 Columbia Circle
Albany, New York 12203
p: 518•453•6091

Architect's Project No.: 19•42•17A

THE ARCHITECT CERTIFIES THAT THIS PROJECT HAS BEEN DESIGNED BY ME, OR UNDER MY SUPERVISION, IN ACCORDANCE WITH THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, INCLUDING AMENDMENTS AS PUBLISHED BY NEW YORK DEPARTMENT OF STATE, (CURRENT VERSION); THE ENERGY CONSERVATION CONSTRUCTION CODE (CURRENT VERSION), AND APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES, AND REGULATIONS, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE DOCUMENTS ARE IN CONFORMANCE THEREWITH.

024545 10-11-2022

Paul K. Mays, A

NYS Registration. No.

Date

Josephine-Louise Public Library
SECOND FLOOR COMMUNITY ROOM RENOVATIONS
Table of Contents

SPECIFICATIONS

DIVISION 0 - BIDDING REQUIREMENTS

001116	Invitation to Bid
002113	Instructions to Bidders
	Request for Clarification of Bid Documents
	Bid Document Checklist
004116	Bid Form
004117	Supplements to Bid Form
004313	Bid Bond – AIA A310
004396	Contractor's Integrity Certification Regarding Debarment, Suspension and other Responsibility Matters
004397	Contractor's Requirement for Sexual Harassment Written Policy
004519	Non-Collusive Bidding Certification
004536	Non-Discrimination and Affirmative Action Requirements
004546	Iranian Divestment Act Affidavit
005213	AIA A105-2017 Standard form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project
005214	Supplementary Conditions to AIA A105-2017 Certificate of Liability Insurance Sample

DIVISION 1 - CONTRACT REQUIREMENTS

005213	Agreement AIA A105-2017 Standard Form of Agreement between Owner and Contractor
005214	Supplementary Conditions to AIA A105 Certificate of Insurance
006113	Performance Bond – AIA A312
006114	Payment Bond – AIA A312
006211	Submittal Procedures
006212	Submittal Cover Sheet
007343	New York State Department of Labor Schedule of Prevailing Wage Rates

GENERAL REQUIREMENTS

011000	Summary & Product Specifications
012000	Price and Payment Procedures
013000	Administrative Requirements
014000	Quality Requirements
015000	Temporary Facilities
016000	Product Requirements
017000	Execution Requirements
	AIA G706 – Contractor's Affidavit of Payment of Debts and Claims
	AIA G706A – Contractor's Affidavit of Release of Liens
	AIA G707 – Consent of Surety to Final Payment

DRAWINGS

GENERAL:

G100 Title Sheet: General Notes, Abbreviations & Schedule of Drawings

ARCHITECTURAL

AR001 Overall Second Floor Plan - Demolition & Removals
AR002 Overall Second Floor Reflected Ceiling Plan – Demolition & Removals
A001 Overall Second Floor Plan – New Work
A002 Overall Second Floor Reflected Ceiling Plan – New Work
A100 Enlarged Partial Second Floor Plan – New Work
A101 Enlarged Partial Second Floor Reflected Ceiling Plan – New Work
A102 Enlarged Partial Second Floor Finish Plan – New Work
A200 Elevations
A201 Elevations
A300 Cabinetry Details
A301 Cabinetry Details
A400 Finish & Door Schedules, Types & Details
F100 Furniture Layout (*For Reference Only*)

MECHANICAL

H001 Legend, Symbols, Abbreviations & Specifications
H002 Schedules
H003 Details
HR001 Mechanical Second Floor Removal Plan
H101 Mechanical Second Floor Installation Plan

ELECTRICAL

E001 Legend
ER101 Enlarged Second Floor Removal Plan – Power
ER201 Overall Second Floor Removal Plan – Lighting and Fire Alarm
E101 Enlarged Second Floor Plan – Power
E201 Overall Second Floor Plan – Lighting and Fire Alarm

DOCUMENT 001116
INVITATION TO BID

Owner:

Josephine-Louise Public Library
5 Scofield Street
Walden, NY 12586
(845) 778-7621

Architect:

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020
(518) 885-1255

Date: **11 October 2022**

Qualified contractors are invited to submit a prime contract bid offer for the following:

Second Floor Community Room Renovations for the Josephine-Louise Public Library

The Library will receive sealed bids at the Main Floor Circulation desk, at the above library's address until
Tuesday, November 1, 2022, on or before 2:00 p.m.

Bids will be opened and publicly read aloud at 2:00 p.m. at the library's Second Floor Community Room.

Bidders must submit a Bid Form (provided in the specifications) and inclusive attachments, **in duplicate**, enclosed in clearly labeled envelopes. Bidders are required to complete the Bid Form entirely. Bidders may provide additional required information as appropriate, but may not qualify their Bid in any way.

This document invites contractors to bid on this contract for the **Second Floor Community Room Renovations for the Josephine-Louise Public Library**. The General Construction project includes the renovation of the Second Floor Community Room, Utility Room, and adjacent Hallway, including the doors/frames/hardware, built-in cabinetry and kitchenette, built-in bench seating and storage closets / cabinetry. Work shall also include replacement of HVAC unit, new plumbing at kitchenette/utility room and limited electrical work to include outlets, power, data and lighting replacement. Other miscellaneous work shall include painting and removal / prep work at floor finishes.

The Library will provide new flooring materials purchased via separate New York State Contract – coordination with the Flooring Contract is required for scheduling. The Library will provide furniture via separate New York State Contract – coordination with the Furniture Contract is required for scheduling.

Bid Documents for the Stipulated Sum Contract will be distributed as digital sets. Bidding Documents, Drawings and Specifications may be viewed online free of charge beginning **October 11, 2022** at www.revplans.com under "Public Projects", or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00). Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from **Rev**, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-877-272-0216 for an additional fee.

Contractors are required to provide Bid Security in the form of a Bid Bond in the amount of a sum no less than five (5) percent of the Bid Price. Performance Bond and Payment Bond for 100% of the Contract Sum will be required prior to executing the Construction Contract. Failure to submit the Bid Bond with the Bid may be cause for rejection. Refer to other Bidding requirements described in Specification Section 002113 Instructions to Bidders.

The project is tax exempt and a Tax Exempt Certificate will be provided to the successful bidder.

The project shall use Prevailing Wages for Orange County, in New York State. The Prevailing Wage Rate Schedule is included as part of the contract documents.

A **Pre-Bid Meeting** has been scheduled for **10:00 am, on Wednesday, October 19, 2022** at the Library. Contractors shall meet at the Second Floor Community Room. Minutes of the pre-bid meeting will be issued as part of an addenda. Bidders are encouraged to attend the Pre-Bid meeting.

ALL QUESTIONS during the bid phase shall be directed via the **Request for Clarification Form** provided in the Bid Documents (002113 Instructions to Bidders) to Lisa Hayes, Project Architect, at Butler Rowland Mays Architects, LLP via email at hayesl@brmarchitects.com or by fax to BRMA at (518) 885-1266.

The work of the successful bidder must be coordinated with the Owner **who will be occupying the building throughout the project**. Entrances, hallways and fire exits must be kept clear of work during normal hours of operation. Contractors will be permitted to work within the rooms / areas only prior to and during Library / Building operating hours.

Bid offers will be required to be submitted under a condition of irrevocability for a period of forty-five (45) calendar days after submission.

The Owner expressly reserves the right to accept or reject any or all bids submitted in response to this bid solicitation and/or to accept any portion of said bid and reject the balance.

END OF SECTION 001116

DOCUMENT 001116
INVITATION TO BID

Owner:

Josephine-Louise Public Library
5 Scofield Street
Walden, NY 12586
(845) 778-7621

Architect:

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020
(518) 885-1255

Date: **11 October 2022**

Qualified contractors are invited to submit a prime contract bid offer for the following:

Second Floor Community Room Renovations for the Josephine-Louise Public Library

The Library will receive sealed bids at the Main Floor Circulation desk, at the above library's address until
Tuesday, November 1, 2022, on or before 2:00 p.m.

Bids will be opened and publicly read aloud at 2:00 p.m. at the library's Second Floor Community Room.

Bidders must submit a Bid Form (provided in the specifications) and inclusive attachments, **in duplicate**, enclosed in clearly labeled envelopes. Bidders are required to complete the Bid Form entirely. Bidders may provide additional required information as appropriate, but may not qualify their Bid in any way.

This document invites contractors to bid on this contract for the **Second Floor Community Room Renovations for the Josephine-Louise Public Library**. The General Construction project includes the renovation of the Second Floor Community Room, Utility Room, and adjacent Hallway, including the doors/frames/hardware, built-in cabinetry and kitchenette, built-in bench seating and storage closets / cabinetry. Work shall also include replacement of HVAC unit, new plumbing at kitchenette/utility room and limited electrical work to include outlets, power, data and lighting replacement. Other miscellaneous work shall include painting and removal / prep work at floor finishes.

The Library will provide new flooring materials purchased via separate New York State Contract – coordination with the Flooring Contract is required for scheduling. The Library will provide furniture via separate New York State Contract – coordination with the Furniture Contract is required for scheduling.

Bid Documents for the Stipulated Sum Contract will be distributed as digital sets. Bidding Documents, Drawings and Specifications may be viewed online free of charge beginning **October 11, 2022** at www.revplans.com under "Public Projects", or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00). Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from **Rev**, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-877-272-0216 for an additional fee.

Contractors are required to provide Bid Security in the form of a Bid Bond in the amount of a sum no less than five (5) percent of the Bid Price. Performance Bond and Payment Bond for 100% of the Contract Sum will be required prior to executing the Construction Contract. Failure to submit the Bid Bond with the Bid may be cause for rejection. Refer to other Bidding requirements described in Specification Section 002113 Instructions to Bidders.

The project is tax exempt and a Tax Exempt Certificate will be provided to the successful bidder.

The project shall use Prevailing Wages for Orange County, in New York State. The Prevailing Wage Rate Schedule is included as part of the contract documents.

A **Pre-Bid Meeting** has been scheduled for **10:00 am, on Wednesday, October 19, 2022** at the Library. Contractors shall meet at the Second Floor Community Room. Minutes of the pre-bid meeting will be issued as part of an addenda. Bidders are encouraged to attend the Pre-Bid meeting.

ALL QUESTIONS during the bid phase shall be directed via the **Request for Clarification Form** provided in the Bid Documents (002113 Instructions to Bidders) to Lisa Hayes, Project Architect, at Butler Rowland Mays Architects, LLP via email at hayesl@brmarchitects.com or by fax to BRMA at (518) 885-1266.

The work of the successful bidder must be coordinated with the Owner **who will be occupying the building throughout the project**. Entrances, hallways and fire exits must be kept clear of work during normal hours of operation. Contractors will be permitted to work within the rooms / areas only prior to and during Library / Building operating hours.

Bid offers will be required to be submitted under a condition of irrevocability for a period of forty-five (45) calendar days after submission.

The Owner expressly reserves the right to accept or reject any or all bids submitted in response to this bid solicitation and/or to accept any portion of said bid and reject the balance.

END OF SECTION 001116

DOCUMENT 002113
INSTRUCTIONS TO BIDDERS

PART 1 SUMMARY

1.1 DOCUMENT INCLUDES

- A. Part 2 - Invitation
 - 2.1 Bid Submission
 - 2.2 Work Identified in the Contract Documents
 - 2.3 Contract Time
- B. Part 3 - Bid Documents and Contract Documents
 - 3.1 Definitions
 - 3.2 Contract Documents Identification
 - 3.3 Availability
 - 3.4 Examination
 - 3.5 Queries/Addenda
 - 3.6 Product/System Substitutions - Equivalents
- C. Part 4 - Site Assessment
 - 4.1 Site Examination
- D. Part 5 - Qualifications
 - 5.1 Evidence of Qualifications
 - 5.2 Subcontractors/Suppliers/Others
- E. Part 6 - Bid Submission
 - 6.1 Submission Procedure
 - 6.2 Bid Ineligibility
- F. Part 7 - Bid Enclosures/Requirements
 - 7.1 Consent of Surety/Agreement to Bond
 - 7.2 Security Deposit
 - 7.3 Performance Assurance
 - 7.4 Bid Form Requirements
 - 7.5 Fees for Changes in the Work
 - 7.6 Bid Form Signature
 - 7.7 Subcontractor List and agreed Upon Amounts
- G. Part 8 - Offer Acceptance/Rejection
 - 8.1 Duration of Offer
 - 8.2 Acceptance of Offer
- H. Form for "Request for Clarification of Bid Documents"
- I. Bid Document Checklist Form

1.2 RELATED DOCUMENTS

- A. Section 001116 - Invitation to Bid.
- B. Section 004116 - Bid Form.
- C. Section 004117 – Supplements to Bid Form.
- D. Section 006211 – Submittal Procedures, including 006212 Submittal Cover Sheet
- E. Section 005214 - Supplementary Conditions: General Provisions, Owner, Contractor, Changes in the Work, Contract Time Identification, Payments and Completion, Insurance and Bonds, Wages and Benefits, Tax Exempt Procedures, and Bond Types and Values..

- F. Section 011000 – Summary and Product Specifications
- G. Section 001200 – Price and Payment Procedures
- H. Section 001300 – Administrative Requirements
- I. Section 001400 – Quality Requirements
- J. Section 001500 – Temporary Facilities and Controls
- K. Section 001600 – Product Requirements
- L. Section 001700 – Execution Requirements

PART 2 INVITATION

2.1 BID SUBMISSION

- A. Offers submitted after the bid opening time will be returned to the Bidder unopened.
- B. Offers will be opened publicly and read aloud at the time and date indicated in Document 001116, Invitation to Bid.

2.2 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of the proposed Contract shall comprise the furnishing of all labor and materials as necessary to complete the work specified herein and shown on the Contract Drawings.

2.3 CONTRACT TIME

- A. Time is of the essence. Work shall commence immediately after Notice to Proceed, with substantial completion no later than **May 22, 2023** as noted in the specifications Section 011000 Summary and Product Specifications.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Forms, and Appendices, Bid securities, identified herein.
- B. Contract Documents: Defined in AIA A105 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 19•42•17A, prepared by the Architect, Butler Rowland Mays Architects, LLP, located at 57 West High Street, Ballston Spa, NY 12020.
- B. The Contract Documents contain:
 - 1. The Project Manual, containing Bidding Requirements, Contract Requirements, General Requirements, Form of Contract and General Conditions of the Contract, Specifications and Contract Drawings.

2. The Contract Drawings:

GENERAL:

G100 Title Sheet: General Notes, Abbreviations & Schedule of Drawings

ARCHITECTURAL

AR001 Overall Second Floor Plan - Demolition & Removals

AR002 Overall Second Floor Reflected Ceiling Plan – Demolition & Removals

A001 Overall Second Floor Plan – New Work

A002 Overall Second Floor Reflected Ceiling Plan – New Work

A100 Enlarged Partial Second Floor Plan – New Work

A101 Enlarged Partial Second Floor Reflected Ceiling Plan – New Work

A102 Enlarged Partial Second Floor Finish Plan – New Work

A200 Elevations

A201 Elevations

A300 Cabinetry Details

A301 Cabinetry Details

A400 Finish & Door Schedules, Types & Details

F100 Furniture Layout (*For Reference Only*)

MECHANICAL

H001 Legend, Symbols, Abbreviations & Specifications

H002 Schedules

H003 Details

HR001 Mechanical Second Floor Removal Plan

H101 Mechanical Second Floor Installation Plan

ELECTRICAL

E001 Legend

ER101 Enlarged Second Floor Removal Plan – Power

ER201 Overall Second Floor Removal Plan – Lighting and Fire Alarm

E101 Enlarged Second Floor Plan – Power

E201 Overall Second Floor Plan – Lighting and Fire Alarm

3.3 AVAILABILITY

- A. It is the intention of the Project to be both environmentally and fiscally conscious of paper use and consumption.
- B. Bid Documents for the Stipulated Sum Contract will be distributed as digital sets. Bidding Documents, Drawings and Specifications may be viewed online free of charge beginning **October 11, 2022** at www.revplans.com under “Public Projects”, or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00). Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from **Rev**, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-877-272-0216 for an additional fee.
- C. The Josephine-Louise Public Library is located at 5 Scofield Street, Walden, New York 12586. Phone: (845) 778-7621. Monday - Thursday 10:00 am - 7:00 pm; Friday 10:00 am – 5:00 pm; Saturday 10:00 pm – 2:00 pm; closed Sunday.
- D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.4 EXAMINATION

- A. Bid Documents, in hardcopy format, may be viewed at the office of the Architect, Butler Rowland Mays Architects LLP 57 West High Street, Ballston Spa, New York 12020; or at the Josephine-Louise Public Library (see address noted in 3.3.C above). Contractors shall contact either the Architect or the Owner to visit their site for examination of documents at least 24 hours ahead of time. Contractors shall contact either the Architect or the Owner to visit their site for examination of documents at least 24 hours ahead of time. Contact the office of the Architect, Butler Rowland Mays ahead of time at (518) 885-1255 x211 and/or at the Josephine-Louise Public Library at (845) 778-7621 x4.
- B. Upon receipt of Bid Documents, verify that documents are complete. Notify the Architect should the documents be incomplete.
- C. Immediately notify the Architect upon finding discrepancies or omissions in the Bid Documents.

3.5 QUERIES/ADDENDA

- A. Direct **ALL QUESTIONS** to the **Architect ONLY in writing** via email or fax on the **REQUEST FOR CLARIFICATION OF BID DOCUMENTS** form enclosed with the document, at the end of this section. Email Lisa Hayes at hayesl@brmarchitects.com or fax to BRMA offices at (518) 885-1266.
- B. Addenda may be issued during the Bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price and confirm receipt of all addenda on Bid Form. **Note: only contractors that register and purchase the Bid Documents (see 3.3.A above) will receive the addenda.**
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by Bidders must be in writing not less than 3 business days before date set for receipt of Bids. As appropriate, the reply will be in the form of an Addendum issued by the Architect, a copy of which will be forwarded to **known recipients (see 3.3.A above)** of the bid documents via email and/or fax.

3.6 PRODUCT/SYSTEM SUBSTITUTIONS – EQUIVALENTS

- A. Where kind, type, brand, manufacturer or material are named in these specifications, they are to be regarded as the required standard of quality. If the Contractor desires to use any kind, type, brand, manufacturer or material other than those named in the specifications, the Contractor shall indicate in writing, what kind, type, brand, manufacturer or material are included in the base bid for the specified item, and when required, submit information describing in specific detail, wherein it differs from the quality and performance required by the base Specifications, and such other information as may be required to deem the substituted product equivalent. The Architect shall be sole judge of whether an item is equivalent or superior.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid Price, including revisions to other Work.
- D. The Architect, Engineers and Owner will not pre-approve any substitutions prior to submission of Bids.

PART 4 SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. It is highly recommended that the Contractors examine the project site / building areas before submitting a Bid. The Owner assumes no responsibility for contractor's lack of familiarity with the project site or with existing conditions.
- B. A **Pre-Bid Meeting** has been scheduled for 10:00 am on **Wednesday, October 19, 2022** at the Second Floor Community Room at the **Josephine-Louise Public Library**, located at 5 Scofield Street, Walden, NY. Contractors are encouraged to attend. Minutes of the pre-bid meeting shall be issued as part of an addendum.
- C. Claims for additional compensation due to reasonably observable site conditions will not be considered.

PART 5 QUALIFICATIONS

5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work in the State of New York.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for cause.
- B. Refer to Article 5 of AIA A105 General Conditions of the Contract, for additional subcontractor information.
- C. Contractor shall list proposed subcontractors for Plumbing, Mechanical and Electrical work on the 004117 Supplements to Bid Form with their Bid.

PART 6 BID SUBMISSION

6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- B. Submit **two copies** of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.
- C. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested bid bond in a large opaque envelope and label this envelope as noted above.
- D. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the Bid invalid or informal.
- E. An abstract summary of submitted Bids may be made available to all Bidders following Bid opening.

6.2 BID INELIGIBILITY

- A. Bids that are improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may, at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of the Owner, be declared unacceptable.

- C. Failure to provide security deposit, bonding or insurance requirements, a signed Certificate of Non Collusion, and signed Non-Discrimination & Affirmative Action Form may, at the discretion of the Owner, invalidate the Bid.
- D. Grounds listed above for declaring a bid to be unacceptable are not deemed to be exclusive or to limit the Owner.

PART 7 BID ENCLOSURES/REQUIREMENTS

7.1 CONSENT OF SURETY / AGREEMENT TO BOND

- A. Submit with the Bid.

7.2 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond in the amount of a sum no less than five (5) percent of the Bid Price/Sum on AIA A310 Bid Bond Form, a copy is included in Section 004313 - Bid Bond.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the Contractor as principal and the Surety.
- C. Include the cost of Bid security in the Bid Price.
- D. After a Bid has been accepted, all securities will be returned to the respective Bidders.

7.3 PERFORMANCE ASSURANCE

- A. The accepted Bidder will be required to provide a Performance Bond and a Labor & Material Payment Bond as described in Document 005214 - Supplementary Conditions. Include the cost in the Contract Sum. Copies of AIA Documents A312 are included in Sections 006113 and 006114.

7.4 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Refer to Document 005214 - Supplementary Conditions for exclusion of taxes and procedures for tax exempt status.

7.5 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by Subcontractors, identified in Document 005214 Supplementary Conditions.

7.6 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - 2. Partnership: Signature in the presence of a witness who will also sign. Insert the word "Partner" under signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix any adopted corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President / Secretary / Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 - 4. Joint Venture: Execute the Bid Form in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.7 SUBCONTRACTOR LIST AND AGREED UPON AMOUNTS

- A. Per NYS General Municipal Law 101(5) "Each bidder on a public work contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award".

PART 8 OFFER ACCEPTANCE / REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of forty five (45) calendar days after the bid opening date.

8.2 ACCEPTANCE OF OFFER

- A. The Owner expressly reserves the right to accept or reject any or all bids submitted in response to this bid solicitation, and/or accept any portion of said bid and reject the balance.
- B. After acceptance by the Owner, the Architect, on behalf of the Owner, will provide a written Notification of Intent to Award, to be issued to the successful bidder.

END OF SECTION 002113

**(The REQUEST FOR CLARIFICATION OF BID DOCUMENTS FORM
and the BID DOCUMENT CHECKLIST follow this Page)**

DOCUMENT 002113
REQUEST FOR CLARIFICATION OF BID DOCUMENTS

PROJECT:

SECOND FLOOR COMMUNITY ROOM RENOVATIONS

JOSEPHINE-LOUISE PUBLIC LIBRARY

5 SCOFIELD STREET

WALDEN, NY 12586

Date Submitted:

Date Returned:

CONTRACTOR:

ARCHITECT:

BUTLER ROWLAND MAYS ARCHITECTS, LLP

57 WEST HIGH STREET

BALLSTON SPA, NY 12020

Name:

Address:

Ph:

Fax:

DIRECTIONS:

Queries regarding the contents of the Bid Documents shall be directed to the **ARCHITECT** in writing via email or fax. This Request for Clarification form shall be completed in full, and sent to the **OFFICE OF THE ARCHITECT, ATTENTION LISA HAYES, hayesl@brmarchitects.com or fax: (518) 885-1266.**

This form must be transmitted not less than Four (4) business days prior to the date set for receipt of bids. As appropriate, the clarification response may be issued as an Addendum by the Architect, a copy of which will be forwarded to all known plan holders.

This Request for Clarification form shall be the only acceptable means of directing questions regarding the Bid Documents. This form will be returned with no action unless completed in full. Oral answers are not binding on any party.

CLARIFICATION REQUEST

SPECIFICATION PAGE No.: _____

PARAGRAPH No.: _____

CONTRACT DRAWING No.: _____

DETAIL No.: _____

QUERY:

CLARIFICATION RESPONSE

TO BE ISSUED AS PART OF ADDENDUM No.: _____

RESPONSE:

BID DOCUMENT CHECKLIST

Second Floor Community Room Renovations for the Josephine-Louise Public Library

The following documents must be included in your sealed bid, or your bid may be disqualified from consideration for award, even if you are the low bid.

Please use this as a checklist to ensure that these documents are included in your bid.

- 004116 BID FORM**
- 004117 SUPPLEMENTS TO BID FORM**
- 004313 BID BOND**
- 004396 CONTRACTOR'S INTEGRITY CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
- 004397 CONTRACTOR'S REQUIREMENT FOR SEXUAL HARRASSMENT WRITTEN POLICY**
- 004519 NON-COLLUSIVE BIDDING CERTIFICATION**
- 004536 NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**
- 004526 IRANIAN DIVESTMENT ACT AFFIDAVIT**

**If you have any questions regarding these forms or the bid process,
Please contact Lisa Hayes at Butler Rowland Mays Architects, LLP at
(518) 885-1255 x211 prior to sealing your bid documents.**

DOCUMENT 004116
BID FORM - GENERAL CONSTRUCTION

TO: _____
JOSEPHINE-LOUISE PUBLIC LIBRARY
5 SCOFIELD STREET
WALDEN, NY 12586

SUBMITTED FOR: _____
SECOND FLOOR COMMUNITY ROOM
RENOVATIONS FOR THE
JOSEPHINE-LOUISE PUBLIC LIBRARY

SUBMITTED BY: _____

BIDDER'S NAME: _____

OFFICE ADDRESS: _____

TELEPHONE NO.: _____

DATE: _____

1. GENERAL:

- A. I/We do hereby declare that I/we have carefully examined the Contract Documents as set forth in Article 1 of the Agreement relating to the above entitled project, and have also had the opportunity to examine the site for which the work shall be completed within.
- B. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all the work in the above titled project in accordance with the Contract Documents relating hereto, and to furnish all labor, tools, and implements, models, forms, transportation and materials necessary, complete, in place and as approved; all for the lump sum price as given on the bid form(s).
- C. I/We do hereby declare that the price(s) so stated cover all expenses of every kind incidental to completion of said work, and the contract therefore including all claims that may arise through damages or any other cause whatsoever.
- D. I/We do hereby agree that I/We will execute the Agreement therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Contract Documents within 15 business days after the Notice to Award. The execution of the Agreement will serve as the official notification to commence work.
- E. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of 45 calendar days from the date of the opening of bids, and that within said period of 45 days, the Owner will accept or reject this proposal, or this time period may be extended by mutual agreement.
- F. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
- G. I/We hereby affirm that I/we will adhere to the regulations and requirements of the United States Government, State of New York, and the local municipality and its agencies as they apply to this Agreement.
- H. I/We do hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
- I. I/We hereby agree that I/we will make no claim on account of any variation of the appropriate estimate in the quantity/quantities of work to be done, whether the actual quantity/quantities are greater, smaller or completely deleted.

2. OFFER:

The undersigned Bidder hereby agrees to perform all the work indicated on page 004116 - 1 and as described in the Contract Documents, for the following Lump Sum Prices:

- A. BASE BID (Total Lump Sum): **Second Floor Community Room Renovations:**
The General Construction project includes the renovation of the Second Floor Community Room, Utility Room, and adjacent Hallway, including doors / frames / hardware, built-in cabinetry and kitchenette, built-in bench seating and storage closets / cabinetry. Work shall also include replacement / new HVAC unit, new plumbing at kitchenette / utility room and limited electrical work to include outlets, power, data and lighting replacement. Other miscellaneous work shall include painting and removal / prep work at floor finishes.

WORDS: _____

FIGURES: _____

3. ACCEPTANCE

If this bid is accepted by the Owner, the Bidder agrees to the following:

- A. Execute the Agreement within FIFTEEN (15) business days of receipt of Notice to Award.
B. Furnish the required bonds and insurance certificates within TEN (10) business days of receipt of Notice to Award.
C. Commence the Work in accordance with the Project Schedule, after written acceptance of this bid.

4. ADDENDA

The undersigned acknowledges receipt of the following addenda (List by number and date appearing on each addendum):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

5. SITE VISITATION

(Not required, but encouraged) The undersigned acknowledges that they have visited the site prior to submitting the bid:

Date: _____ Initials: _____

6. BID FORM SIGNATURE

Respectfully submitted by: _____
(Signature)

Printed Name & Title: _____

Official Address: _____

Firm's Employer
Identification Number: _____

NOTE:

Insert bidder's name. If a corporation, give the State of incorporation using the phrase "A

Corporation under the laws of _____, composed of officers as follows:

NAME

President (Chairman)

Vice President

Secretary

Treasurer

(Seal - if bid is by a Corporation)

If a partnership, give names of partners using also the phrase co-partners trading and doing business under the Firm name and style of:

composed of partners as follows:

NAME

If Bid is being submitted by a person in his/her individual capacity, without a firm employer tax identification number as above, provide name and Social Security Number below:

NAME

SOCIAL SECURITY NUMBER

END OF SECTION 004116

DOCUMENT 004117
SUPPLEMENTS TO BID FORMS

<u>TO:</u> Josephine-Louise Public Library 5 Scofield Street Walden, NY 12586	<u>SUBMITTED FOR:</u> SECOND FLOOR COMMUNITY ROOM RENOVATIONS for the JOSEPHINE-LOUISE PUBLIC LIBRARY 5 Scofield Street Walden, NY 12586
--	--

SUBMITTED BY: _____

Bidder's Name: _____

Office Address: _____

Telephone No.: _____

Date: _____

In accordance with Document 002113 - Instructions to Bidders and Document 004116 - Bid Form, we include the Supplements to Bid Form listed below. The information provided shall be considered an integral part of the bid Form.

These Appendices are as follows:

Appendix A - Subcontractors: Include the names of all major Subcontractors/Suppliers and the portions of the Work they will perform.

APPENDIX A

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder)

dated _____ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors/Suppliers and coordinated by the above referenced Bidder:

<u>SECTION OF WORK</u>	<u>NAME & ADDRESS OF SUBCONTRACTOR</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 004117

DOCUMENT 004313
BID BOND – AIA A310

1.1 BID BOND

AIA Document A310 Bid Bond, standard form for bid security deposit, is enclosed following this page.

**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)*

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

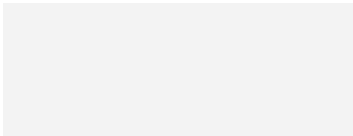
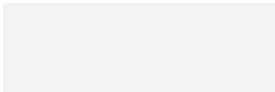
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

Signed and sealed this day of ,



(Principal) *(Seal)*

(Title)

(Surety) *(Seal)*

(Title)

(Witness)

(Witness)

DOCUMENT 004396
CONTRACTOR'S INTEGRITY CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Proposal for the Second Floor Community Room Renovations for the Josephine-Louise Public Library.

TO: Josephine-Louise Public Library

I, _____, hereby certify on behalf Of _____

_____ that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charge by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If _____ is unable to certify to any of the statements in this certification, then and in that event _____

_____ shall attach an explanation to this certification.

The undersigned hereby certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto. (This certification is required on all contracts at or exceeding \$100,000. [49 CFR Part 29; FTA Circular 2015.1]).

Dated: _____

(Add title)

Signature of authorized official

Printed Name

Title

END OF SECTION 004396

SECTION 004397
CONTRACTORS REQUIREMENT FOR SEXUAL HARASSMENT WRITTEN POLICY

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.
2. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

Dated: _____

Signature of authorized official

Printed Name

Title

END OF SECTION 004397

DOCUMENT 004519
NON-COLLUSIVE BIDDING CERTIFICATION

Non-collusive Certification is required of all bidders under Section 103-d of the General Municipal Law of the State of New York.

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

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

(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 or not to submit a bid for the purpose of restricting competition.

DATE: _____

BIDDER: _____

BY: _____

END OF SECTION 004519

DOCUMENT 00402
NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The contractee will include the following provisions in every contract and purchase order, and instruct its contractors and vendors to include the following provisions in their contracts and purchase orders, in such a manner that such provision will be binding upon each contractor or vendor as to its work in connection with this Contract:

DISCRIMINATION PROHIBITED (This provision is required by Labor Law Section 220-e and applies to all public contracts):

- (A) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;
- (B) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex, or national origin;
- (C) There may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (D) This contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (E) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

Prior to the payment of any sums by the OWNER to the CONTRACTEE, CONTRACTEE must submit to the OWNER copies of all subcontractors' workforce utilization programs, where required. In addition, CONTRACTEE agrees that after the payment of such sums, CONTRACTEE shall require all subcontractors to submit compliance reports to the OWNER relating to the operation and implementation of any workforce utilization programs, where required, as and when directed by the OWNER. CONTRACTEE further agrees that it will make reasonable efforts to give minority and women-owned business enterprises the opportunity for meaningful participation in the work to be performed in connection with this Contract, and the CONTRACTEE shall document and keep records of such efforts which may be inspected by the OWNER at its request.

FOR THE CONTRACTOR:

ORGANIZATION:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

END OF SECTION 004536

DOCUMENT 004546
IRANIAN DIVESTMENT ACT AFFIDAVIT

The following provisions of the New York State General Municipal Law form a part of the Bidding Requirements:

IRAN DIVESTMENT ACT CERTIFICATION

- (A) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of his or her knowledge and belief:
- (1) That the Bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the New York State finance law.
 - (2) By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder / Contractor (or any assignee) certifies that once the prohibited entities list is posted on the Office of General Services (OGS) website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list; and
 - (3) Additionally, Bidder / Contractor is advised that once the listed is posted on the OGS website, any Contractor seeking to review or extend a Contract or assume the responsibility of a contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.
- (B) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph (A) of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph (A) of this subdivision on a case-by-case basis if:
- (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.
- (C) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-engagement in investment activities in Iran as the act and deed of the corporation.

- (D) The person signing this Bid or Proposal certifies that they have fully informed themselves regarding the accuracy of the statement contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in their behalf.

Signature: _____

Date: _____

Title: _____

Federal ID No.: _____

Business Address: _____

Phone: _____

Email: _____

END OF SECTION 004546

DOCUMENT 005213
AGREEMENT – AIA A501

1.1 AGREEMENT

AIA Document A105 – 2017 Standard Form of Agreement Between Owner and Contractor, forms the Contract Between the Owner and Contractor, and is attached following this page.



AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

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

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

Josephine-Louise Public Library
5 Scofield Street
Walden, New York 12586

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

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

Second Floor Community Room Renovations for the
Josephine-Louise Public Library

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

Butler Rowland Mays Architects LLP
57 West High Street
Ballston Spa, New York 12020

The Owner and Contractor agree as follows.

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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
--------	-------	------

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item

Price

§ 3.5 Unit prices, if any, are as follows:

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

Item

Units and Limitations

Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

Init.

/

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of 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.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven day period after receipt of written 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, correct such

deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

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; (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 in writing of the Architect's reasons for withholding certification in part; 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. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

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

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take

reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 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.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:

JURISDICTION:

SECTION 005214
SUPPLEMENTARY CONDITIONS to AIA A105

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Contract for Construction, (Standard Short Form of Agreement Between Owner and Contractor AIA A105 - 2017 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the Contract for Construction, (AIA A105 - 2017 Edition) have the meanings assigned to them in the Contract.

ARTICLE 5 INSURANCE

Add new wording as follows:

- 5.1.4 At the end of the sentence, add, "Workers' Compensation Insurance: A Certificate of Proof of Coverage shall be submitted before the contract is signed."

Add new Paragraph as follows:

- 5.1.8 Certificate of Insurance.** A Certificate of Insurance is to be issued by the insurance company involved. It should:
- a. Name the Certificate Holder as Josephine-Louise Public Library, 5 Scofield Street, Walden, New York 12586.
 - b. Name the following entities as additional insured:
 1. Josephine-Louise Public Library
 2. Butler Rowland Mays Architects, LLP
 - c. Specify starting and ending dates of the policy.
 - d. Include a thirty (30) days' notice of non-renewal or cancellation.
 - e. Contractor shall carry liability insurances of at least \$1,000,000 public liability / general aggregate and \$500,000 minimum combined single for bodily injury and property damage.

Add new Paragraph as follows:

- 5.1.9 Performance Bond and Labor & Material Payment Bond.** A Performance Bond is required in the amount of 100% of the Contract Sum, and a Labor & Material Payment Bond is required in the amount of 100% of the Contract Sum, executed on AIA Document Form, there are to be two separate Bonds. All sureties must be licensed to do business in the State of New York.

ARTICLE 8 CONTRACTOR

Under **8.5 Warranty**, add new paragraph as follows:

- 8.5.1** "Contractor shall submit to the Architect a written warranty as defined in Paragraph 8.5. Warranty period shall be for 1 calendar year and shall commence on the Date of Substantial Completion."

Under **8.5 Taxes**, delete sentence, and substitute with the following paragraph:

"The Owner, the JOSEPHINE-LOUISE PUBLIC LIBRARY, is an exempt organization under the New York State Sales Tax Law. A certificate thereof will be provided to the successful bidder. The exemption shall accrue for the benefit of the Owner. The contractor shall be responsible

for claiming and obtaining the exemption. Such exemption covers all tangible personal property sold to the contractor or sub-contractor for use in erecting or repairing structures.”

Under **8.7 Permits, Fees and Notices**, add to the end of the sentence:

8.7.1 “A building permit, if required, will be made available at no charge to the Contractor.”

Under **8.9 Use of Site**, add new paragraphs as follows:

8.9.1 “Owner shall be occupying the building during construction. Contractor shall notify the Owner of all anticipated work 48 hours prior to start of work so that appropriate removal of patrons from affected areas can occur.”

8.9.2 “Contractor shall maintain free and unobstructed access to existing entrances / exits to the building and project area during construction, at all times. Contractor shall provide barricades as necessary to protect building elements from damage, and from patron access to work site.”

ARTICLE 10 CHANGES IN THE WORK

Add the following Paragraph:

10.4 When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with the Contract, the percentage fee will be:

A maximum of 10 percent markup for overhead on the net cost of the Prime Contractor's own Work;

A maximum of 5 percent markup for profit on the net cost of the Prime Contractor's own work;

A maximum of 5 percent markup on the cost of work done by any Subcontractor.

ARTICLE 11 TIME

Add the following paragraph:

11.4 Substantial Completion shall be obtained by **May 22, 2023**. Final Completion shall be achieved within 14 days from Substantial Completion.

ARTICLE 12 PAYMENTS AND COMPLETION

Under **12.3 Certificates for Payment**, add the following paragraph:

12.3.1 “A retainage of five (5%) percent of each payment amount certified by the Architect shall be withheld and retained by Owner, and shall be released and paid to Contractor pursuant to Section 12.6.2.”

END OF SECTION 005214

(Sample Insurance Certificate Follows this Page)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone:	CONTACT NAME:
	Fax:	PHONE (A/C, No, Ext):
INSURED		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A :
		INSURER B :
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	Business Owners						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

PROPO-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

DOCUMENT 006113
PERFORMANCE BOND - AIA

1.1 PERFORMANCE BOND

AIA Document A312 Performance Bond is enclosed following this page.



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: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

§ 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: _____

DOCUMENT 006114
PAYMENT BOND - AIA

1.1 PAYMENT BOND

AIA Document A312 Payment Bond is enclosed following this page.

**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: \$

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 18

CONTRACTOR AS PRINCIPALCompany: *(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:)*

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.

§ 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.

§ 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.

/

SECTION 006211
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.

1.2 SUBMITTAL PROCEDURES

- A. Within two weeks of date of commencement, submit to the Architect a submittal schedule indicating the anticipated dates and sequence for submission of all product data, shop drawings and samples for the project. The Architect will review the proposed submittal schedule with the Architect and return an edited and/or approved copy for use on the project.
- B. Transmit each submittal with a transmittal form to the Architect. Utilize Submittal Cover Sheet (copy attached following this section).
- C. Sequentially number submittals. Revise submittals with original number and a sequential alphabetic suffix as necessary for resubmittals.
- D. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, as appropriate. Specifically identify locations at which materials/systems/equipment are to be installed.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items (similar items shall be submitted at one time). Where submittals include similar items, such as fixtures, luminaires, or other repetitive equipment, submit in a bound brochure form.
- G. For each submittal for review, allow 15 calendar days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.
- L. Items submitted for review that have not corresponded to the above procedures, including the attached cover sheet, completed in full, will be returned without review.

- M. Shop Drawings will be given a general review only. Corrections or comments made on the Shop Drawings during the review do not relieve the Contractor from compliance with the requirements of the Drawings and Specifications. Shop drawing check is intended solely for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for: confirming and correcting all quantities; checking electrical characteristics; checking and verifying system, material and field dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.
- N. Submit Operating and Maintenance Manuals and Parts Lists.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit progress schedule to Architect within 15 calendar days after date established in Notice to Proceed.
- B. Submit revised Progress Schedule with each Application for Payment.
- C. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.

1.4 PRODUCT DATA

- A. Product Data: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes.
- B. Submit three copies of product data; two copies will be retained (Architect File, and Owner copies), and one will be returned to the Contractor. Any additional copies submitted will not be returned.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes.
- B. Submit three opaque reproductions. One will be for the Architect File, one for the Owner, and one will be returned to the Contractor for their use / transmission to subcontractors or suppliers. Any additional copies submitted will not be returned.

1.6 SAMPLES

- A. Samples: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect selection.

- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work. Coordinate samples so that comprehensive color schemes may be developed utilizing actual product information. Delay in submitting one material in a space may hold up review of other submittals.
- D. Include identification on each sample, with full Project information.
- E. Submit the number of samples specified in individual specification sections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 006211

REQUIRED SUBMITTAL COVER SHEET FOLLOWS THIS SECTION

SUBMITTAL COVER SHEET

Specification Section _____

PROJECT:

Second Floor Community Room Renovations
Josephine-Louise Public Library
5 Scofield Street
Walden, NY 12586

ARCHITECT:

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

BRMA Project No.: 19•42•17A

CONTRACT NO.

SUBMITTAL No.: _____ Date: _____

CONTRACTOR: _____
(Name & Address) _____

DESCRIPTION: _____

REMARKS: _____

REFERENCE: Spec Section: _____ Drawing No.: _____

Contractor Submittal Review: In making this submittal, we represent that we have reviewed the information contained herein and have determined and verified materials, field measurements, quantities, and field construction criteria related thereto, and that we have checked and coordinated the information contained in the submittal with the requirements of the Work and the Contract documents.

Contractor's Signature

Date

Vendor/Subcontractor: _____

ARCHITECT'S REVIEW STAMP

_____ **Approved** _____ **Furnish as Corrected**

_____ **Rejected** _____ **Revise and Resubmit**

_____ **Submit Specified Item**

REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH INFORMATION GIVEN IN THE CONSTRUCTION DOCUMENTS. ANY ACTION SHOWN DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. APPROVAL OF A SPECIFIC ITEM DOES NOT INCLUDE APPROVAL OF THE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. CONTRACTOR IS RESPONSIBLE FOR: DIMENSIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOBSITE; FABRICATION PROCESSES, MEANS, METHODS AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF THE WORK WITH ALL OTHER TRADES; AND THE SAFE AND SATISFACTORY PERFORMANCE OF THE WORK.

BUTLER ROWLAND MAYS ARCHITECTS, LLP

Signed: _____ **Date:** _____

SECTION 007343
NEW YORK STATE DEPARTMENT OF LABOR
SCHEDULE OF PREVAILING WAGE RATES

1.1 SCHEDULE OF PREVAILING WAGE RATES

New York State Department of Labor, Bureau of Public Work, Schedule of Prevailing Wage Rates for Saratoga County, is enclosed following this page.

Prevailing Rate Case Number:

DOCUMENT 011000
SUMMARY & PRODUCT SPECIFICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract Description
- B. Contract Time
- C. Intent of Documents
- D. Work by Owner
- E. Contractor's use of site and premises
- F. Work Sequence
- G. Owner Occupancy

1.2 CONTRACT DESCRIPTION

- A. The Project consists of all the work as described in the related documents necessary for the Second Floor Community Room Renovations for the Josephine-Louise Public Library.
- B. Perform Work of Contract under a stipulated sum contract with the Owner in accordance with the Conditions of Contract.
- C. Work of Contract is identified in the following articles and in the Construction Documents.

1. **GENERAL SCOPE OF WORK**

- a. Building permit, if required, will be provided by the Owner. Contractor shall provide all other associated permits & fees which may be required for their work.
- b. Include coordination with all other trades and the owner for the duration of this scope of work.
- c. Provide protection of adjacent installed work or existing features to remain.
- d. Preparation of shop drawings is a specific requirement of this proposal and bidders are to include in their proposal the provisions for this requirement.
- e. Contractor signage is not permitted on site.
- f. Related specification sections, including but not limited to all Division 0 bidding requirements and Division 1 contract requirements, and General Requirements sections as follows:

- 011000 Summary & Product Specifications
- 012000 Price and Payment Procedures
- 013000 Administrative Requirements
- 014000 Quality Requirements
- 015000 Temporary Facilities
- 016000 Product Requirements
- 017000 Execution Requirements

2. **PROJECT REQUIREMENTS**

- a. A coordination meeting with the Contractor, Owner (Library Director & Board Members) and Architect will be scheduled at least one week prior to the start of work to coordinate schedule and other details.
- b. **Work Sequence:** Coordinate construction schedule and operations with Owner & Architect.

- c. **Protection:** Provide for the protection of installed work. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage. At the end of each work day, Contractor shall be responsible for covering/protection work against weather, vandalism, theft and damage. Protect all furnishings, fixtures, and other objects or adjacent materials and surfaces within work area that are not scheduled to have work completed.
- d. **Clean Up:** Contractor shall remove and legally dispose of all waste products produced during construction. Contractor shall include all required clean up for work, and shall coordinate with Owner if a dumpster is requested.
 - i. Premises to be cleaned up daily, as patrons and staff shall occupy building during construction operations. Contractor shall maintain safe passageways for staff and public. Shared spaces must be vacuumed, cleaned, and all contractor materials, tools, debris, etc. must be removed each day.
 - ii. **Final Cleaning:** The Contractor shall execute final cleaning prior to final project assessment. Clean surfaces exposed to view, remove temporary labels, stains and foreign substances, etc. Polish transparent and glossy surfaces. Wipe down all surfaces. Clean site of any material, debris, rubbish, etc. associated with the work. Remove waste and surplus materials, rubbish and construction facilities from the site.
- e. **Product Substitutions:** Any deviations from the materials listed where allowable, must be specifically noted and meet the standard and quality level of original materials listed as per the contract documents, and be approved by the Architect prior to installation. Architect shall be sole judge of whether an item is equivalent or superior using listed products to establish a quality performance and aesthetic standard which must be met.
- f. **Notification to Owner:** Prior to use of any adhesives, chemicals, sealers, sealants, or other construction products which might produce noxious gases, fumes or odors, provide Owner and Architect with at least three days written notice and copies of appropriate MSDS sheets, even if product is previously approved for usage on this project.
- g. **Cutting / Patching:** For any cutting and patching required, execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing. Fit work tight to pipes, sleeves, conduit or other penetrations through surfaces. Maintain integrity of wall, ceiling or floor construction, completely sealing voids. Remove debris caused by cutting/patching work, and patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.
- h. **Quality of Work:** Comply with manufacturer's instructions, including each step in sequence. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes or specified requirements indicate higher standards, or more precise workmanship. Perform work by persons qualified to produce required and specified quality. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement. Promptly and specifically notify the Architect of any discrepancies between field conditions and drawings. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- i. Provide products of qualified manufacturers suitable for intended use. Provide products of each type and/or system by a single manufacturer unless specified otherwise. Do not use materials and equipment removed from existing premises, except as specifically permitted by the drawings.

- j. **Utility outages and shutdown:** Notify and coordinate with Owner. Provide notice minimum 48 hours prior to any scheduled outages or shutdown.
- k. **Electrical Work:** Electrical equipment and systems shall meet UL Standards and requirements of N.E.C. All equipment and material for which there is a listing service shall bear a UL label. Before final acceptance, perform electrical tests required by local municipality, utility or other governing body, board or agency having jurisdiction.
 - i. Install work so that items both existing and new are operable and serviceable. Provide easy, safe and code mandated clearances at other equipment requiring maintenance and operation.
- l. **Mechanical Work:** Coordinate with building system for capping and removal of radiators / heaters to avoid extensive shut-down of system, if required.
- m. **Coordination:** Coordinate work with other trades and determine exact route or location of each conduit or equipment before fabrication and installation. Coordinate with Contract Documents and with Owner for exact location of all existing equipment in finished area, such as thermostats, fixtures, switches, etc. to remain. If not specifically shown on drawings, request clarification from the Owner/Architect before proceeding. Obtain and coordinate work of the Architectural Reflected Ceiling Plan for arrangement of light fixtures and other items. Do not rough in contract work without reflected ceiling plan locations. Installation of work in a given area shall not proceed until all Contractors agree on the exact arrangements in each area. If a given trade proceeds prior to resolving conflicts, then, if necessary, that trade shall change its work at no extra cost in order to permit others to proceed with a coordinated installation.
- n. **Existing Conditions:** Verify that existing conditions and substrate are acceptable for subsequent work. Beginning new work means acceptance of existing conditions. Verify that substrate is capable of structural support or attachment of new work being applied or attached. Verify that utility services are available, or the correct characteristics and in the correct location. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.
- o. Instruct designated Library personnel on proper operation and care of system/equipment. Provide operating instructions and maintenance information to Library at the end of the project.

3. **SPECIFIC SCOPE OF WORK**

The following specific scope of work items include but are not limited to:

GENERAL REQUIREMENTS

- a. **Coordination-** Contractor is required to coordinate daily work activity, adjacent work, scheduling, work sequencing, material storage and staging, etc. to maintain an efficient work area and effective work progress. Mechanical and Electrical sub-contractors shall make all rough-in and final connections for their respective scopes of work.
- b. **Final Cleaning-** Provide final cleaning of the addition and renovation space complete. Work to include but limited to, sweeping and polishing of all floors, dusting and surface cleaning of all furniture, desks, chairs, stacks, shelving, cabinets, countertops, etc. adjacent to new work. Contractor is responsible for cleanup of their work. This contract includes final clean of all rooms including areas soiled by other prime contractors. Final clean shall take place after punch list and before Certificate of Occupancy.
- c. **Cleanup & Dumpsters-** Provide dumpsters and cleanup associated with all areas of this scope of work. Cleanup must be performed on a daily basis.

DEMOLITION

Provide all required demolition, removal and disposal of all materials identified by the contract documents, including but not limited to the following:

- a. Flooring - Remove all flooring material within project area. Flooring finishes to be removed as required to expose the original concrete subfloor surface.
- b. Walls – Remove incidental areas of gypsum at project areas as delineated on drawings, to receive new work.
- c. Doors – Remove wood or hollow metal frames, wood doors, and finish hardware in project area to receive new work.
- d. Mechanicals- Remove all radiators, unit heaters and associated piping within project area as noted and as per architectural and mechanical drawings.
- e. Electricals – Remove all lighting fixtures and associated conduit within project area as per architectural and electrical drawings.
- f. Temporary Protection – Include temporary protection of adjacent installed work including doors, frames, windows, trim, walls, floors, ceilings, etc.
- g. Include – Saw cutting, dust control, dumpsters, hoisting, chutes, buggies, temporary lighting for all demolition, etc. Contractor shall layout required cuts.

INTERIOR DOORS, FRAMES & HARDWARE

- A. Interior Wood Doors- Provide interior wood doors, non-fire rated, within project area. Include all cutouts for hardware, closers, door stops, shop finishing and final adjustments.
- B. Interior Hollow Metal Frames – Provide hollow metal frames for new doors.
- C. Barn Door Hardware – Provide barn door hardware for new door at Utility room, as per drawings, and Hardware Schedule.
- D. Hardware- Provide all door hardware, including all hinges, bored locks and latches, closers, exit devices, locks, keying, fasteners, stops and holders, and silencers, gasketing & thresholds, protective plates and trim, as shown or noted on the drawings. See Hardware Schedule at end of Summary.
- E. Finishes- Include priming, painting and/or staining of all door frames and existing doors to be repainted (as noted in contract documents). Provide factory finish at all new wood doors to closely match existing stain at adjacent doors to project area.
- F. Existing – Clean and repair all existing doors, frames and hardware within project area to remain, and as noted in Door Schedule.

INTERIOR WALLS & WALL FINISHES

- a. Framing- Provide minimal wood or metal stud framing including all studs, furring, fasteners, bracing, layout, cuts, headers, and wall blocking for a complete installation at doors to closet areas; and at exterior wall in Utility Closet.
- b. Existing Plaster Walls – Provide minor plaster cracks and corners in areas to remain exposed to view in project area. Install GWB over plaster to cover crumbling plaster window head / jambs as noted in drawings.
- c. Gypsum Wall Board- Provide all new gypsum wall board at new partitions and to match existing adjacent walls, as required at interior wall locations. Field verify once existing doors/frames have been removed.
- d. Taping- Include taping and sanding of all gypsum finish areas to ensure the appearance of a smooth finished surface under daylight and artificial light conditions, from a distance of three feet. Feather to adjacent existing gypsum at new infill area.

- e. Painting- Provide at all gypsum wall board (or plaster) and hollow metal painting including 1 coat prime and 2 coats paint. If paint is installed with a spray application all walls must be back rolled. Assume level three painting standard; eggshell finish at walls, gypsum/plaster ceilings and soffits, semi-gloss finish at painted wood trim and hollow metal frames / trim.
- f. Caulking- Provide all interior caulking as required in work area.
- g. Protection and Masking- Provide protection of adjacent materials including painters tape at all intersections, covering of adjacent materials, etc.

CEILINGS

- a. Gypsum / Existing Ceilings – Prep existing gypsum / plaster ceilings for paint finish. Repair any cracks or loose material prior to priming and finish paint.

ROUGH CARPENTRY

- a. Blocking- Furnish and install all solid wood blocking, and door bucking, bracing, wood top plates, connections to stud walls, or existing walls, and connections to structural steel members, as required per plans.
- b. Wall Sheathing- Furnish and install all 5/8" gypsum board wall sheathing, installations, staggering, clips, fasteners, bracing and blocking as needed.

FINISH CARPENTRY

- a. Painted Trim- Furnish and install all paint grade trim, base, door trim, window trim, panel trim and any other paint grade trim required at the project area as shown or noted on drawings.
- b. Stain Grade Trim – Provide all stain grade trim, panel trim and any other stain grade trim required at built-in cabinetry and counters.
- c. Existing Doors- Furnish and install any repair or replacement necessary to the surrounding interior door casings, jambs, and sills in project area.
- d. Cabinets and Countertops- Furnish and install all labor and materials for millwork, cabinetry, built-ins, and countertops as per the contract documents.
- e. General-
 - 1. Include all final adjustments of cabinet doors, shelving and drawers.
 - 2. Include screw caps, fast-caps, or install hidden fasteners.
 - 3. Provide all touchup required after installation including painting, staining, patching, removal & reinstallation of damaged panels as required.

ARCHITECTURAL WOOD CASEWORK

- a. General: For fabricated cabinets, countertop, drawers, cabinet doors, and hardware; preparation for installing utilities in cabinets; and shop finishing.
- b. Samples: Provide samples illustrating cabinetry and countertop finish.
- c. Hardwood Lumber: For hardwood lumber for stain finish: AWI grade II, custom grade, maximum moisture content of 6-8% - White Oak, quarter sawn, book matching.
- d. Hardwood Plywood: AWI grade A, custom veneer, with medium density fiberboard core, type of glue recommended for application: White oak, quarter sawn.
- e. Wood particle board: ANSI A208.1 Type 2, composed of wood chips or sawdust, medium density, made with water resistant adhesive, sanded faces.
- f. High density decorative laminate: NEMA LD3 CP50, colors, patterns, and surface textures as selected from manufacturer's full range, by Wilsonart, Formica, or accepted equivalent.
- g. Accessories: Adhesives as recommended by laminate manufacturer to suit application. Fasteners of size and type to suit application. Threaded steel for concealed joint fasteners.
- h. Fasteners: Of size and type to suit application.

- i. Fabrication: Shop assemble casework for delivery to site in units easily handles and to permit passed through existing building openings. Fit exposed edges with matching veneer edging. Use one piece for full length only. Cap exposed high pressure decorative laminate finish edges with hardwood edging to match species on job. When necessary to cut and fit on site, fabricate materials with ample allowances for cutting. Furnish trim for scribing and site cutting. Apply high pressure decorative laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Apply laminate backing sheet to reverse side of plastic laminate finish surfaces. Fabricate desk and countertops with cutouts for inserts, outlet boxes and grommets. Verify locations of cutouts from on-site dimensions. Seal cut edges.
- j. Shop Finishing: Sand work smooth and set exposed nails. Apply wood filler in exposed nail indentations. On items with transparent finish, use wood filler matching surrounding surfaces and of types recommended for applied finishes. Seal internal surfaces of units with two coats of shellac.
- k. Installation: Set and secure work in place; rigid, plumb and level. Use concealed joint fasteners to align and secure adjoining units and countertops. Carefully scribe work abutting other components, with maximum gaps of 1/32". Secure desk to floor using appropriate angles and anchorages. Countersink anchorage devises at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surface.
- l. Cleaning: Clean casework, counters, shelves, hardware, fittings and fixtures.

FLOORING AND ACCESSORIES

- a. Floor Prep– Prep and clean existing concrete slab on deck for installation of new flooring. Provide level floor as required.
- b. Flooring Installation Only- Install a complete installation for carpet tile, luxury vinyl tile and their adhesives, to be purchased and provided to Contractor by Owner. Include all distribution of material, de-boxing, floor prep, leveling of floors where required, flash patching where required and termination strips.
- c. Base- Furnish and install all resilient base as required.
- d. Floor Finish Removal, Removal of existing flooring materials in scope of work area shall be by contractor.

MECHANICAL & PLUMBING SCOPE OF WORK

Provide a proposal to include all labor, materials and equipment required to complete all Heating, Ventilating and Air Conditioning Work per the following scope of work and the attached construction documents.

- a. Demolition & Removal- Demolish and remove existing HVAC / Plumbing equipment, miscellaneous piping, etc. as shown or noted on mechanical drawings. Demolition of existing mechanical equipment / systems and selective demolition to facilitate the work. See H-drawings for scope of work.
- b. New Work– Install new condensing units, fan coil units, condensate pump, diffusers, registers and grilles, controls, etc. as shown on mechanical drawings. Refer to architectural reflected ceiling plan or elevations for locations of new work. Coordinate with existing piping for new equipment locations. See H-drawings for scope of work.
- c. Fixtures & Equipment - Refer to H-drawings for fixture and equipment notes, manufacturers, etc.
- d. Plumbing– Provide new sink, faucets in Utility Room, including new hot and cold water piping and waste piping connections to existing systems. See H-drawings for additional notes.

ELECTRICAL SCOPE OF WORK & SPECIFICATIONS

Provide a proposal to include all labor, materials and equipment required to complete all Electrical Work per the following scope of work and the attached construction documents.

- a. Demolition & Removal- Demolish and remove existing light fixtures, lighting controls, and wiring devices in work area, as well as associated wiring and conduit.
- b. New Work– Provide new light fixtures, lighting controls, wiring devices, smoke detectors, and associated wiring and conduit. Match new devices to existing. See A- and E-drawings for layouts.
- c. Fixtures & Equipment - Refer to E-drawings for fixture and equipment notes, manufacturers, devices for power and data, etc.

RELATED DRAWINGS

Provide all labor, materials, equipment and incidentals required to complete all Construction for the project as described in the Drawing Set, as follows:

GENERAL

G100 Title Sheet: General Notes, Abbreviations & Schedule of Drawings

ARCHITECTURAL

AR001 Overall Second Floor Plan - Demolition & Removals
AR002 Overall Second Floor Reflected Ceiling Plan – Demolition & Removals
A001 Overall Second Floor Plan – New Work
A002 Overall Second Floor Reflected Ceiling Plan – New Work
A100 Enlarged Partial Second Floor Plan – New Work
A101 Enlarged Partial Second Floor Reflected Ceiling Plan – New Work
A102 Enlarged Partial Second Floor Finish Plan – New Work
A200 Elevations
A201 Elevations
A300 Cabinetry Details
A301 Cabinetry Details
A400 Finish & Door Schedules, Types & Details
F100 Furniture Layout (For Reference Only)

MECHANICAL

H001 Legend, Symbols, Abbreviations & Specifications
H002 Schedules
H003 Details
HR001 Mechanical Second Floor Removals Plan
H101 Mechanical Second Floor Installation Plan

ELECTRICAL

E000 Legend
ER101 Overall Second Floor Removal Plan – Power
ER201 Overall Second Floor Removal Plan – Lighting + Fire Alarm
E101 Enlarged Second Floor Plan - Power
E201 Enlarged Second Floor Plan – Lighting + Fire Alarm

1.3 CONTRACT TIME

- A. Time is of the essence. Work shall commence immediately upon Notice to Proceed. The successful bidder for the Contract shall be prepared to mobilize and start work at the contractor's discretion. Contractor shall coordinate and progress their work to completion in accordance with an approved and updated schedule. Substantial Completion is required no later than May 22, 2022.

- B. The project milestones below are required to meet the overall success of the completion of the Josephine-Louise Public Library's Second Floor Community Room Renovations. Contractor is responsible for meeting their respective milestones as indicated.

PROJECT SCHEDULE

Out to Bid: Tuesday, October 11, 2022

Pre-Bid Meeting: Wednesday, October 19, 2022

Bids Due: Tuesday, November 1, 2022

Contract Award: Week of November 14, 2022 (Notice to Proceed)

Submittals Received no later than December 30, 2022

Site mobilization no later than March 6, 2023

Substantial Completion by May 22, 2023

Final Completion by June 1, 2023

1.4 INTENT OF DOCUMENTS

- A. Plans and Specifications supplement each other and require the Contractor to provide in their bid:
1. All labor, tools equipment, appurtenances, transportation, related items, etc., for the completion of the Work.
 2. All systems complete and left in excellent and/or specified operating condition.
 3. Any apparatus, appliance, material or Work not shown on Drawings but mentioned in Specifications, or vice versa.
 4. Any accessories, reasonably inferable from Drawings and Specifications and as may be required by the manufacturer of such materials or equipment, necessary to make the work complete and of the best quality.
 5. Coordination with work of the Owner and by other trades.
- B. All sections of these Specifications shall apply in full to the Contractor and their respective subcontractors.
- C. Notes or instructions shown on any one Drawing, apply where applicable, to all other Drawings.
- D. Any deviations from the materials lists (on drawings) where allowable, must be specifically noted and meet the standard and quality level of original materials listed in the contract documents, and be approved by the Architect prior to installation. Architect shall be the sole judge of whether an item is equivalent or superior using listed products to establish a quality permanence and aesthetic standard which must be met.
- E. Install all Work in compliance with Plans and Specifications in excess of requirements of codes and regulations and not contrary to same. Provide work in compliance with:
1. 2020 Building Code of New York State including Existing Building Code
 2. New York State Department of Labor Rules and Regulations
 3. Occupational Safety and Health Administration (OSHA)
 4. National Electrical Code, NFPA 70
 5. New York State Energy Conservation Construction Code
 6. Local Codes and Ordinances
 7. Life Safety Code, NFPA 101
 8. New York Board of Fire Underwriters
 9. Local Power Company and Telephone Company Standards.
 10. Plans and Specifications in excess of code/regulations requirements and not contrary to same.

- F. The Contract Documents contemplate a finished piece of Work of such character and quality as is reasonably inferable from them. The CONTRACTOR acknowledges that the Contract consideration includes sufficient money allowance to make its Work complete, operational, and in compliance with good practice. The Contractor agrees that inadvertent minor discrepancies or omissions, or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another document shall not be the cause for additional charges or claims. In the case of conflict between any part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order herein set forth, to determine what Work the CONTRACTOR is required to perform:
1. Addenda (later date to take preference over earlier date)
 2. Amendments to Agreement,
 3. Agreement,
 4. Specifications,
 5. Schedules,
 6. Large scale detail Drawings (detail drawings having a scale of 3/4" and over),
 7. Large plan and section Drawing's (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan as the case may be),
 8. Small scale detail Drawings (detail drawing having a scale less than 3/4"),
 9. Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan as the case may be).
 10. In the event of such conflict between and among the parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the Work, the better the quality or the greater the quantity of material shall govern unless the OWNER or OWNER's AGENT otherwise directs.

1.5 WORK BY OWNER

- A. Unless otherwise noted the Owner will be performing the following items of work via separate contract:
1. Furnishings, Fittings and Equipment purchase and installation of stackable chairs, tilt-top tables and study table, study chairs, lounge seating and laptop tables.
 2. Flooring: Owner shall purchase materials and adhesives for the carpet tile and luxury vinyl tile for the project area. Installation shall be by Contractor.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
1. **Occupancy of the existing facility at all times by the Owner and the Public.** The Library may be occupied by the staff and patrons during the course of work. The building is a municipal complex shared by other town departments. Contractor operations shall not interfere with access to or egress through and from the building. Work adjacent to entryways / exits and hallways shall be scheduled for hours in which Library is not open and Contractor shall provide suitable protection / enclosure methods to allow continual staff and patron use during regular hours. Regular hours of Library operation are Monday – Thursday 10:00 AM to 7:00 pm, Friday 10:00 AM -5:00 PM, and Saturdays 10:00 AM – 2:00 PM. Contractor may gain access to the project area prior to 10:00 AM with the permission of the Owner/Library.
 2. Work by Owner and Owner's forces.
 3. Use of site and premises by the public.

- B. Access to Site: Maintain clear and unobstructed access to site throughout the course of the work.
 - 1. Library parking is not available. Contractor parking will be street parking, or in the municipal lot about a half block from the library site.
 - 2. The Library may allow space for contractor's storage of materials, tools, etc. within the building. Location to be coordinated with the Owner. The Owner takes no responsibility for security and maintenance of contractor materials, equipment, etc.
 - 3. Restroom facilities are available for Contractor's use during Library's normal hours of operation. Contractor shall, after use, return facilities to a clean state. Contractor to exercise measures to conserve energy and water consumption during construction operations, and shall not damage drains, devices, or finishes to remain.
 - 4. Elevator: Contractor may be allowed use the existing elevator for transporting materials to access to the second floor project space. Use of elevator may be removed at the discretion of the Library / Building Owner.
- C. Construction Operations: Limited specifically to areas noted on drawings.
- D. Emergency Building Exits during Construction. Maintain all existing ingress/egress paths, doors, etc. clear and unobstructed throughout this work. Provide overhead protection as necessary.
- E. Utility Outages and Shutdown: Notify and coordinate with Library / Building Owner. Provide written notice minimum 48 hours prior to any scheduled outages or shutdowns.
- F. Provide temporary enclosure measures to prevent damages to building interior spaces and to patrons utilizing adjacent spaces during construction.
- G. Prior to use of any adhesives, chemicals, sealers, sealants, or other construction products which might produce noxious gases, fumes or odors, provide the Library and Architect with 48-72 hours written notice and copies of appropriate MSDS sheets, even if product is previously approved for use on this project.
- H. Premises must be cleaned daily, since patrons and staff shall occupy the building during construction operations. Contractor shall maintain safe passageways for staff and public. Shared spaces must be vacuumed, cleaned and all contractor materials, tools, debris, etc. must be removed.
- I. Protect all furnishings, light fixtures, and other objects or adjacent materials and surfaces within the work area that are not scheduled for renovations.
- J. Contractor shall removal and legally dispose of all waste materials produced during construction / demolition. Contractor shall include all required dumpsters for work; coordinate with Owner for location.

1.7 OWNER OCCUPANCY

- A. The Owner will occupy the site and Library during the entire period of construction for the conduct of library operations. Contractor operations shall not interfere with access to or egress from the building for staff or patrons. Regular hours of Library operations, for public access, are Monday - Thursday 10:00 am - 7:00 pm; Friday 10:00 am - 5:00 pm; Saturday 10:00 am - 2:00 pm; Closed Sunday. Hours are subject to change.
- B. Contractors shall work normal day shift hours (7:00 AM - 3:30 PM) Monday - Friday. Owner shall have library personnel available at 7:00AM to allow access to the building.
- C. Schedule of work operations shall be discussed at the Pre-construction meeting and agreed upon by the Contractor, Architect and the Owner prior to commencing any work.

PART 2 – PRODUCTS & SPECIFICATIONS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Manufacturer: Product Description: United States Gypsum co. or accepted equivalent.
 - 1. Framing Materials:
 - a. Studs & Tracks: ASTM C645, GA-215 and GA-600, galvanized sheet steel, 20 gauge, C shape, with knurled faces.
 - b. Furring, framing and Accessories: ASTM C645, GA-215 and GA-600.
 - c. Fasteners: ASTM C1002. GA-216.
 - d. Anchorage to substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
 - 2. Gypsum Board Materials:
 - a. Standard Gypsum Board: ASTM C36; 5/8-inch thick, maximum available length in place/ ends square cut, tapered and beveled edges.
 - 3. Accessories:
 - a. Corner Beads: Metal, USG No. 103, 1¼" x 1¼" flange width.
 - b. Edge Trim: Metal, USG No. 200-A, J-shaped channel.
 - 4. Joint Materials:
 - a. For interior applications: ASTM C475; GA-216; reinforcing tape, joint compound, adhesive, and water.
 - 5. Fasteners:
 - a. For Interior applications: ASTM C1002, Type S12 and GA-216.
- B. Metal Stud Installation:
 - 1. Install studs in accordance with ASTM C754, GA-216 and GA-600.
 - 2. Metal Stud Spacing: 16 inches on center.
 - 3. Extend all stud framing through ceiling to structure above, unless otherwise indicated on the drawings. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.
 - 4. Door Opening Framing: Install double studs at door frame jambs. Install stud tracks on each side of opening, at frame head height, and between studs and adjacent studs.
 - 5. End wall framing: Install double studs at end of walls at niches (as shown on drawings).
 - 6. Blocking: Screw blocking to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall and base cabinets, casework and counters, framed openings, toilet accessories, hardware, running wood trim and other items requiring mounting on stud partitions.
- C. Gypsum Board Installation:
 - 1. Install gypsum board in accordance with GA-216 and GA-600.
 - 2. Erect single layer gypsum board in most economical direction with ends and edges occurring over firm bearing.
 - 3. Use screws when fastening gypsum board to metal furring or framing.
 - 4. Place corner beads at external corners and as indicated on Drawings. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials and as indicated on Drawings.
- D. Joint Treatment:
 - 1. Finish in accordance with GA-214.
 - a. Provide Level 4 for all areas.
 - 2. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 3. Feather coats on to adjoining surfaces so that camber is maximum 1/32 inch.

2.2 PAINTS AND COATINGS

- A. Manufacturers: Benjamin Moore & Company, or accepted equivalent.
 - 1. Coatings: Ready Mixed. Prepared coatings.
 - a. Verify surfaces & Substrate conditions are ready to receive Work as instructed by product manufacture.
 - b. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.
- B. Preparation:
 - 1. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
 - 2. Surfaces: Correct defects and clean surfaces capable of affecting work of this section. Remove or repair existing coatings exhibiting surface defects.
 - 3. Marks: Seal with shellac those which may bleed through surface finishes.
 - 4. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
 - 5. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
 - 6. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
 - 7. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
 - 8. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.
- C. Application:
 - 1. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
 - 2. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
 - 3. Sand wood and metal surfaces lightly between coats to achieve required finish.
 - 4. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
 - 5. Where clear finishes are required, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.
 - 6. Prime concealed surfaces of interior woodwork with primer paint.
 - 7. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.
 - 8. Do not paint over or obscure piping, equipment markers and identifications, and fire rating labels.
- D. Schedule of Interior Finishes
 - 1. Wood – Painted
 - a. One coat of latex prime sealer.
 - b. Two coats of latex enamel, semi-gloss.
 - 2. Steel – Primed:
 - a. Touch-up with latex primer.
 - b. Two coats of latex enamel, semi-gloss.
 - 3. Gypsum Board / Plaster Walls:
 - a. One coat of latex primer sealer.
 - b. Two coats of latex enamel, eggshell.

4. Gypsum Board / Plaster Ceilings:
 - a. One coat of latex primer sealer.
 - b. Two coats of latex enamel, eggshell.
5. Schedule of Colors: To be provided by Architect during submittal process.

2.3 DOORS & FRAMES

- A. Wood Doors: Product Description: The Maiman Co. or accepted equivalent.
 1. French Style, 2-Lite, Stile and Rail Wood Doors, non-rated, raised/flat wood panel design; factory pre-fit and shop finished.
 2. Interior Doors: 1-3/4 inches thick; veneer and lumber stile and rail construction.
 - a. Veneer faced Core (non-rated): AWI Section 1400 Type: SCL Structural composite Lumber.
 - b. Interior Door Veneer Facing: AWI Custom quality wood, plain sliced with book mated grain for transparent finish.
 - 1) Wood: Select White Maple
 - c. Solid Stock Lumber for Interior Doors: AWI Custom quality wood, plain sliced, transparent finish.
 - 1) Wood: Select White Maple.
 - d. 5/8" Flat Panel and 0375" square sticking.
 - e. Match factory finish to existing wood door stain color.
- B. Door Frames: Product Description: Curries Company, Model M, or accepted equivalent.
 1. Standard shop fabricated steel door frames, non-rated types.
 - a. Frames: To suit ANSI A250.8 Grade and Model of door specified herein.
 - b. Interior frames: Level 3 for Door Model 3, nominal 16 gauge / 0.053 inch thick material, base metal thickness.
 - 1) Face: Steel sheet in accordance with ANSI A250.
 - 2) End closure: Channel, 0.04 inches (1.1 mm), thick, flush.
 - 3) Primer: ANSI A250.10 rust inhibitive type. Shop finished.
 - 4) Fabricate frames as face welded unit.
 - 5) Prepare frames for silences. Three single silences for single doors on strike side.

2.4 DOOR HARDWARE

- A. HARDWARE SUBMITTALS
 1. Schedules And Product Data: Schedules to be in vertical format, listing each door opening, and organized into "hardware sets" indicating complete designations of every item required for each door opening to function as intended. Note any special mounting instructions or requirements with the hardware schedule. Schedules to include the following information:
 - a. Location of each hardware set cross-referenced to indications on drawings, both on floor plans and in door and frame schedule.
 - b. Handing and degree of swing of each door.
 - c. Door and frame sizes and materials.
 - d. Keying information.
 - e. Type, style, function, size, and finish of each hardware item.
 - f. Name and manufacturer of each hardware item.
 - g. Fastenings and other pertinent information.
 - h. Explanation of all abbreviations, symbols and codes contained in schedule
 - i. Mounting locations for hardware when varies from standard.

2. Submit catalog cuts and/or product data sheets for all scheduled finish hardware.
3. Templates: Furnish a complete list and suitable templates, together with finish hardware schedule to contractor, for distribution to necessary trades supplying materials to be prepped for finish hardware.

B. HARDWARE INSTALLATION NOTES

2. Mount hardware units at heights indicated in the following applicable publications, except as specifically indicated or required to comply with the governing regulations.
 - a. "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute (DHI.)
 - b. NWWDA Industry Standard I.S.1.7, "Hardware Locations for Wood Flush Doors."
3. All hardware shall be applied and installed in accordance with best trade practice by an experienced hardware installer. Care shall be exercised not to mar or damage adjacent work.
4. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work. Do not install surface-mounted items until finishes have been completed on the substrates involved.

C. HARDWARE ADJUSTING, CLEANING AND DEMONSTRATION

1. Adjust hardware for smooth operation. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
2. Clean operating items as necessary to restore to proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
3. Instruct owner's personnel in the proper adjustment and maintenance of door hardware and hardware finishes and usage of any electronic devices.

D. HARDWARE WARRANTY

1. All items shall be warranted in writing by the manufacturer against failure due to defective materials and workmanship for a minimum period of one (1) year commencing on the date of final completion and acceptance. In the event of product failure, promptly repair or replace item with no additional cost to the owner.

D. HARDWARE SCHEDULE

1. The following schedule is furnished for assistance it may afford the Contractor; do not consider it as entirely inclusive. Should any particular door or item be omitted in any scheduled hardware heading, provide door or item with hardware same as required for similar purposes. Hardware supplier is responsible for handing and sizing all products as listed in the hardware heading.

Set #1 ENTRY, 01 1 Single door 3'-0" x 7'-0" - WD DR

- 1 **Rolling Barn Door Hardware Kit:** Rockler 59651 Stainless Steel to include (2) Roller strap hanging brackets (For wood doors), (1) track, (4) wall brackets, (2) end stops, (1) floor-mounted center guide and tool set, mounting hardware and installation instructions. Or accepted equivalent.

Set #2 STORE ROOM 02, 04 1 Single door 3'-0" x 7'-0" - WD DR x HM FR

- | | | | |
|---|-----------------------|---|-----|
| 3 | Standard Hinge
652 | Ives 5BB1 4 1/2" x 4 1/2" x 652 x NRP | |
| 1 | Storage Lockset | Falcon T581BD D 626 (Less SFIC) | 626 |
| 1 | Cylinder | Schlage 80-037 x 626 (coord w/owner for keying) | |
| 3 | Door Silencer | Ives SR64 GRY | GRY |

Set #3 STORE ROOM, PAIR 03 1 Double Door 3'-0", 3'-0" x 7'-0" - WD DR x HM FR

- | | | | |
|---|-----------------------|--|-------|
| 6 | Standard Hinge
652 | Ives 5BB1 4 1/2" x 4 1/2" x 652 x NRP | |
| 2 | Flush Bolt | Ives FB358 US26D | US26D |
| 1 | Storage Lockset | Falcon T581BD D 626 (Less SFIC) | 626 |
| 1 | Cylinder | Schlage 80-037 x 626 (coord. w/owner for keying) | |
| 1 | Miscellaneous Item | Ives DP2 US26D | US26D |

PART 3 EXECUTION – NOT USED

END OF SECTION 011000

SECTION 012000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values
- B. Applications for payment
- C. Change procedures
- D. Defect assessment

1.2 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet for approval no more than ten business days after contract award, and prior to first application for payment submission.
- B. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance, shop drawings/submittals, and other overhead items as appropriate.
- C. Categorize each major specification section into separate labor and material line items.
- D. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit to the Architect one draft pencil copy of each payment application on AIA Form G702 – Application and Certificate for Payment and AIA G703 – Continuation Sheet, 10 days prior to the end of the payment period as established in the Agreement.
- B. At the conclusion of the payment period established in the Agreement, submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
 - 1. Submit one copy of Certified Payroll with each Application for Payment. Payment Applications will not be processed without Certified Payroll.
- C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement, including pencil copies.

1.4 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710 or similar format.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within five days.

- C. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- D. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.
- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract, to the Architect. Architect will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide to the Construction Manager full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation by the Architect.
- H. Change Order Forms: AIA G701 Change Order.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - 2. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.
- C. The authority of the Architect to assess the defect and identify payment adjustment is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 012000

SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions
- B. Preconstruction Meeting
- C. Progress meetings
- D. Cutting and patching
- E. Special procedures

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work in preparation for Substantial Completion.
- C. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents.

1.3 PRE-CONSTRUCTION MEETING

- A. The Architect will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, Owner's Agent and Contractor.
- C. Agenda:
 - 1. Designation of personnel representing the parties in Contract, and the Architect
 - 2. Submission of executed bonds and insurance certificates
 - 3. Execution of Owner-Contractor Agreement
 - 4. Distribution of Contract Documents
 - 5. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, architect's supplemental instructions, proposal requests, Change Orders, and Contract closeout procedures.
 - 7. Scheduling
 - 8. Use of premises by Owner and Contractor
 - 9. Owner's requirements
 - 10. Construction facilities, Temporary utilities and controls
 - 11. Security and housekeeping procedures
 - 12. Procedures for maintaining record documents
- D. The Architect will record minutes and distribute copies after meeting to participants, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. The Architect will schedule and administer meetings throughout progress of the Work as necessitated by Progress of the Work.
- B. Attendance Required:
 - 1. Suggested attendance:
 - a) Owner
 - b) Architect / Engineer
 - c) Contractor / Subcontractors
 - d) Owner's separate contracts
- C. Agenda:
 - 1. Review minutes of previous meetings
 - 2. Review of Work progress
 - 3. Field observations, problems, and decisions
 - 4. Identification of problems which impede planned progress
 - 5. Review of submittals schedule and status of submittals
 - 6. Review of off-site fabrication and delivery schedules
 - 7. Planned progress during succeeding work period
 - 8. Maintenance of quality and work standard
 - 9. Effect of proposed changes on progress schedule and coordination
 - 10. Other business relating to Work
- D. The Architect will record minutes and distribute copies after meeting to participants, with Owner and Architect, and those affected by decisions made.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element
 - 2. Integrity of weather-exposed or moisture-resistant elements
 - 3. Efficiency, maintenance, or safety of element
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Restore Work with new products in accordance with requirements of Contract Documents.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids. .

- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- G. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to specified condition.
- H. Refinish existing visible surfaces to remain in rooms or spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect for review.
- K. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Architect for review.
- L. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- M. Finish surfaces as specified in individual product sections and per 011000 Summary & Product Specifications.

END OF SECTION 013000

SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination, quality control and control of installation
- B. Tolerances
- C. References
- D. Examination
- E. Preparation

1.2 COORDINATION, QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on Shop Drawings or as instructed by the manufacturer. Promptly and specifically notify Architect of any discrepancies between field conditions and drawings.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. Interference
 - 1. Install work so that items both existing and new are operable and serviceable.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

- D. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION 014000

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary Electricity
 - 2. Temporary Lighting for Construction Purposes
 - 3. Temporary Ventilation
 - 4. Telephone Service
 - 5. Water Service
 - 6. Temporary Sanitary facilities
- B. Construction Facilities:
 - 1. Field Offices and Sheds
 - 2. Vehicular Access / Parking
 - 3. Progress Cleaning and Waste Removal
 - 4. Identification
- C. Temporary Controls:
 - 1. Barriers
 - 2. Security
 - 3. Dust control
 - 4. Pollution control
 - 5. Removal of Utilities, Facilities and Controls.
- D. Security and Protection Facilities Installation

1.2 TEMPORARY ELECTRICITY

- A. The Owner (Library and/or Building Owner) shall provide access to electricity as necessary to complete the work of this contract. Owner shall pay cost of energy used. Exercise measures to conserve energy.
- B. Utilize library's current system, uninterrupted by construction activities. Coordinate with Electrical Drawings.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Contractor to provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq. ft.
- B. Permanent / existing building lighting may be utilized during construction.

1.4 TEMPORARY VENTILATION

- A. Contractor shall provide, install and maintain means necessary to ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases as necessary to execute their respective work.

1.5 TELEPHONE SERVICE

- A. Contractor shall provide, maintain, and pay for telephone service as necessary to complete the work of each contract.

1.6 WATER SERVICE

- A. Construction water is available on site at the existing Library building.

- B. Permanent building drains may not be used for hand tool or equipment cleaning, or other installation related material washout.

1.7 TEMPORARY SANITARY FACILITIES

- A. Sanitary Facilities: Contractor may utilize the library / building's public restrooms and drinking water for use of construction personnel, at the discretion of the building owner.

1.8 FIELD OFFICES AND SHEDS

- A. Use of field offices and/or storage trailers is not permitted.
- B. The Owner may provide and maintain an on-site room for project related meetings only.

1.9 VEHICULAR ACCESS / PARKING

- A. Existing on-site areas may not be used for construction purposes; parking area / drop of zone use strictly for delivery of material or removal of debris, etc. Locations shall be coordinated with Library / Building Owner & Architect.
- B. There is limited onsite parking available. Contractor may not use existing parking spaces for contractor use. Street parking is available around the site. Public parking lots are within walking distance to the building.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Contractor shall maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Contractor shall remove debris and rubbish from closed or remote spaces, prior to enclosing the space.
- C. Contractor shall be responsible for the removal of debris, rubbish, excess materials, etc. from the site on a daily basis. No such material shall be stored on the site, except in regularly removed dumpsters. Dispose of all such materials off-site in a legal manner.
- D. A dumpster, if required, shall be provided and maintained by the Contractor in a location coordinated with Library / Building Owner & Architect.

1.11 IDENTIFICATION

- A. The use or display of any type of sign (advertising or other) is prohibited.

1.12 BARRIERS

- A. The General Contractor shall provide a temporary barrier to separate work area from adjacent library / hallways. The Contractor shall be responsible for protection, maintenance, and periodic relocation of barrier to facilitate work. Refer to drawings for location and 011000 Summary & Product Specifications for description of barrier.

1.13 SECURITY

- A. Security: Protect Work and existing premises from theft, vandalism, and unauthorized entry.
- B. Entry Control at construction areas: Allow entrance only to authorized persons with proper identification at the Main Entry ONLY.

1.14 DUST CONTROL

- A. Contractor shall execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- B. When warranted, existing library furnishings (book stacks, furniture, equipment, etc.) shall be covered and/or protected so as to prevent accumulation dust and debris on said furnishings.
- C. Contractor shall provide temporary enclosures consisting of polyurethane, tarps, plywood, etc. as required for dust control. Seal off individual work areas from all non-work areas. Fully clean all areas prior to removal of dust barriers. Contractor shall be responsible for cleaning adjacent areas if construction dust or debris escapes enclosure.

1.15 POLLUTION CONTROL

- A. Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.16 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary dust-proof enclosure for building interior.

END OF SECTION 015000

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Product delivery requirements
- C. Product storage and handling requirements
- D. Product options
- E. Equivalent Product and substitution procedures

1.2 PRODUCTS

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type and/or system by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions
- B. Store with seals and labels intact and legible
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications; or an equivalent product approved by the Architect.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for equivalent products or substitutions for any manufacturer not named in accordance with the following article.

1.6 EQUIVALENT PRODUCT AND SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. The Contractor may propose to use an equivalent product during the submittal process that is equal to the standard of quality, performance, and aesthetic set in the construction documents. The Architect shall be the sole judge of the equivalence of a product submitted in this manner.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Equivalents/Substitutions must be requested in writing on Contractor's letterhead by Contractor desiring approval. Requests by manufacturers, sales representatives, or third parties will not be considered.
- E. Document each request with complete data substantiating compliance of proposed Equivalent or Substitution with Contract Documents.
- F. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product
 - 2. Will provide the same warranty for the Equivalent or Substitution as for the specified product
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- G. Equivalents/Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- H. Equivalents/Substitution Submittal Procedure:
 - 1. Submit three copies of request for Equivalent/Substitution for consideration. Limit each request to one proposed product.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.7 SUPPORTS

- A. Provide required supports, beams, angles, hangers, rods, bases, braces, and other items to properly support contract work.
- B. Modify studs, add studs, add framing or otherwise reinforce studs in wood stud walls and partitions as required to suit contract work. If necessary in stud walls, provide special supports from floor to structure above. All such work as approved by the Owner and Architect.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 016000

SECTION 017000
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Protecting installed construction
- D. Owner Instructions
- E. Project record documents
- F. Operation and maintenance data
- G. Product warranties and product bonds

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer that are required by governing or other authorities.
 - 1. Contractor shall submit Contractor's 1 year warranty, on Contractor's letterhead. Warranty shall include Project Name and Address, Owner's Name and Address, and effective dates. Warranty period shall begin on Date of Substantial Completion.
 - 2. Submit AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims.
 - 3. Submit AIA Document G706A – Contractor's Affidavit of Release of Liens.
 - 4. Submit AIA Document G707 – Consent of Surety to Final Payment.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final project assessment.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean site of any material, debris, rubbish, etc. associated with the work.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Provide for the protection of installed Work.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. At the end of each work day, each Contractor shall be responsible for covering/protecting work against weather, vandalism, theft and damage.

Cover/Protection shall include adequate waterproof/windproof measures to prevent moisture and freezing damage.

1.5 OWNER INSTRUCTIONS

- A. Before final acceptance of the work, furnish necessary skilled labor to operate all systems by seasons for period not less than one day. Instruct designed person on proper operation and care of systems/equipment. Repeat instructions, if necessary. Obtain written acknowledgement from persons instructed prior to final payment. Coordinate Owner's videotaping of instruction session.
- B. Contractor is fully responsible for systems until final acceptance, even though operated by Owner's personnel, unless otherwise agreed in writing.
- C. List under clear plastic, operating, maintenance and starting precaution procedures to be followed by Owner for operating systems and equipment.
- D. Instruction Portfolio:
 - 1. Prepare one Instruction and Maintenance Portfolio. Include one copy each of approved Shop Drawings, wiring diagrams, piping diagrams, spare parts lists and manufacturer's instructions.
 - 2. Include typewritten instructions, describing equipment, starting/operating procedures, emergency operating instructions, summer-winter changeover, freeze protection, precautions and recommended maintenance procedures. Include name, address, and telephone number of supplier manufacturer representative and service agency for all major equipment items.
 - 3. Bind above items in a three ring binder with name of project on the cover. Deliver to Owner before request for final acceptance.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 017000

AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims

AIA Document G706A – 1994 Contractor's Affidavit of Release of Liens

AIA Document G 707 – 1994 Consent of Surety to Final Payment

Follow this Section

**AIA®****Document G706™ – 1994*****Contractor's Affidavit of Payment of Debts and Claims*****PROJECT:** *(Name and address)***ARCHITECT'S PROJECT NUMBER:****OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**SURETY:** ☐**OTHER:** ☐**TO OWNER:** *(Name and address)***CONTRACT FOR:****CONTRACT DATED:****STATE OF:****COUNTY OF:**

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

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)***BY:***(Signature of authorized representative)**(Printed name and title)*

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

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

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

TO OWNER: *(Name and address)*

CONTRACT FOR:

ARCHITECT: ☐

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):