

October 18, 2024

# PROJECT MANUAL

VOLUME 1 OF 3: Divisions 00 - 02

## Valley Central School District 2023 Capital Project - Phase 1

Valley Central High School	SED No. 44-13-01-06-0-015-033
Valley Central Middle School	SED No. 44-13-01-06-0-016-023
Berea Elementary School	SED No. 44-13-01-06-0-017-014
East Coldenham Elementary School	SED No. 44-13-01-06-0-013-019
Montgomery Elementary School	SED No. 44-13-01-06-0-004-015
Walden Elementary School	SED No. 44-13-01-06-0-009-021
Maybrook Alternative Learning Center	SED No. 44-13-01-06-0-002-013
Administration Building	SED No. 44-13-01-06-1-005-006

CSArch Project # 187-2302.01



**EXPIRATION DATE:** 02/28/2025

The design of this project conforms to applicable provisions of the New York State Uniform Fire Prevention and Building Code the New York State Energy Conservation Construction Code and the Manual of Planning Standards of the New York State Education Department

CSARCH

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SECTION 000010 - CERTIFICATIONS PAGE

PROJECT TEAM

PROFESSIONAL SEAL

ARCHITECTS

**COLLINS+SCOVILLE**

**ARCHITECT | ENGINEERING | CONSTRUCTION MANAGEMENT, D.P.C.**

**DBA CSARCH**

19 FRONT STREET

NEWBURGH, NY 12550

PHONE: 845-561-3179



**EXPIRATION DATE: 02/28/2025**

THOMAS M. RITZENTHALER, RA

LICENSE NUMBER: 023344

EXPIRATION DATE: 02/28/2025

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SECTION 000011 - CERTIFICATIONS PAGE

PROJECT TEAM

PROFESSIONAL SEAL

MECHANICAL, ELECTRICAL, & PLUMBING ENGINEERS

**BLAKE ENGINEERING, PLLC**

1898 COUNTY ROUTE 1  
WESTTOWN, NY 10998  
PHONE: 845-467-9207



**Expiration Date:** 05-31-2025

MATTHEW GEORGE BLAKE, PE  
LICENSE NUMBER:089039  
EXPIRATION DATE: 05/31/2025

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SECTION 000012 - CERTIFICATIONS PAGE

PROJECT TEAM

PROFESSIONAL SEAL

SITE/CIVIL ENGINEERS

**PASSERO ASSOCIATES**

6 FRONT STREET, 2ND FLOOR  
NEWBURGH, NY 12550  
PHONE: 845-219-5271



**Expiration Date: 09/30/2025**

CHRISTOPHER J. LAPORTA  
LICENSE NUMBER:102592  
EXPIRATION DATE: 09/30/2025

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WES	G121	OVERALL FLOOR PLAN - SECOND FLOOR

### LIFE SAFETY DRAWINGS

WES	LS101	LIFE SAFETY PLANS
WES	LS102	SMOKE ZONE PLANS

### ARCHITECTURAL DEMOLITION DRAWINGS

WES	AD111	REMOVAL PLANS - FIRST & SECOND FLOOR
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### STRUCTURAL DRAWINGS

WES	S100	STRUCTURAL NOTES, PLANS, AND DETAILS
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### ARCHITECTURAL DRAWINGS

WES	A111	NEW WORK PLANS - FIRST AND SECOND FLOOR
WES	A601	ELEVATIONS AND SECTIONS
WES	A651	CASEWORK DETAILS
WES	A701	PARTITION TYPES
WES	A702	PARTITION TYPES
WES	A811	REFLECTED CEILING PLANS, DEMO PLANS, AND DETAILS
WES	A901	DOOR, WINDOW, & STOREFRONT DETAILS

### ARCHITECTURAL FINISH DRAWINGS

WES	AF111	MATERIAL SCHEDULE, FURNITURE, AND FLOOR FINISH PLANS
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### PLUMBING GENERAL DRAWINGS

WES	P001	PLUMBING NOTES, SCHEDULE, LEGEND & DETAILS
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### PLUMBING DRAWINGS

WES	P111	PLUMBING PLANS
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ADD ALTERNATE  
ALT-GAC-1-01-001



**PLUMBING DRAWINGS**

**MECHANICAL GENERAL DRAWINGS**

WES M001 MECHANICAL NOTES, LEGENDS, SCHEDULES & DETAILS

**MECHANICAL DEMOLITION DRAWINGS**

WES MD111 MECHANICAL DEMOLITION PLANS

**MECHANICAL DRAWINGS**

WES M111 MECHANICAL PLANS

**ELECTRICAL GENERAL DRAWINGS**

WES E001 ELECTRICAL NOTES, LEGENDS, SCHEDULES & DETAILS

**ELECTRICAL DEMOLITION DRAWINGS**

WES ED111 ELECTRICAL DEMOLITION PLANS

**ELECTRICAL DRAWINGS**

WES E111 ELECTRICAL PLANS

ADD ALTERNATE  
ALT-GAC-1-01-001

VOLUME 08 OF 08 - ADMINISTRATION BUILDING (ADMIN)

**GENERAL DRAWINGS**

ADMIN G000 COVER & SHEET IN

ADMIN G001 SYMBOLS, ABBREVIATIONS, AND MISC.

**ARCHITECTURAL DRAWINGS**

ADMIN A101 OVERALL FLOOR PLAN

**PLUMBING GENERAL DRAWINGS**

ADMIN P001 PLUMBING NOTES, LEGEND & DETAILS

**PLUMBING DRAWINGS**

ADMIN P111 PLUMBING PLANS

**MECHANICAL GENERAL DRAWINGS**

ADMIN M001 MECHANICAL NOTES, LEGEND, SCHEDULES & DETAILS

**MECHANICAL GENERAL DRAWINGS**

**MECHANICAL DRAWINGS**

ADMIN M111 MECHANICAL PLANS

**ELECTRICAL GENERAL DRAWINGS**

ADMIN E001 ELECTRICAL NOTES, LEGENDS, & SCHEDULES

**ELECTRICAL DRAWINGS**

ADMIN E111 ELECTRICAL PLANS

END OF SECTION

SECTION 001113 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION: VALLEY CENTRAL SCHOOL DISTRICT 2023 CAP. PROJ. - PHASE 1

1.1 The Owner (hereinafter referred to as Owner):

- A. Valley Central School District
- B. Address:
  - 944 State Route 17K
  - Montgomery, New York 12549
  - 845-457-2400

1.2 And the Architect (hereinafter referred to as Architect ):

- A. CSArch
- B. Address:
  - 19 Front Street
  - Newburgh, New York 12550
  - 845-561-3179

1.3 And the Construction Manager (hereinafter referred to as Construction Manager):

- A. The Palombo Group
- B. Address:
  - 195 Front Street, First Floor
  - Newburgh, NY 12550
  - 845-868-1239

SED Control Numbers

Maybrook Alternative Learning Center	44-13-01-06-0-002-013
Montgomery Elementary School	44-13-01-06-0-004-015
Walden Elementary School	44-13-01-06-0-009-021
East Coldenham Elementary School	44-13-01-06-0-013-019
Valley Central High School	44-13-01-06-0-015-033
Valley Central Middle School	44-13-01-06-0-016-023
Berea Elementary School	44-13-01-06-0-017-014
Administration Offices	44-13-01-06-1-005-006

The Owner, the Valley Central School District will receive sealed bids to furnish material and labor to complete the Valley CSD 2023 Capital Project Ph 1 which includes renovations and alterations. Each bid shall be on a stipulated sum basis for the following contracts:

**CONTRACTS**

Contract No. 1-01	General & Abatement Construction (GAC)
Contract No. 1-02	Mechanical & Plumbing Construction (MPC)
Contract No. 1-03	Electrical Construction (EC)

**BID INFORMATION**

- 2.1 Sealed bids will be received until the time indicated below. Bids received after this time will not be accepted and returned to the Bidder unopened. Bids will be opened publicly and read aloud after specified receipt time. An abstract of Bids received will be made available via [www.csarchplanroom.com](http://www.csarchplanroom.com).
- |                |  |
|----------------|--|
| Due Date/ Time | 11-19-2024 at 3:00pm   |
| Location       | VCSD Administration Offices<br>944 State Route 17K<br>Montgomery, New York 12549 |
| # of copies    | 2  |

**BIDDING DOCUMENTS**

- 3.1 It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings, and Specifications may be viewed online free of charge beginning 10-18-2024 at [www.csarchplanroom.com](http://www.csarchplanroom.com) under 'Public Projects', or electronically downloaded for a non-refundable fee of one-hundred dollars (\$100.00).
- 3.2 Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) or USB flash drive may be obtained from Rev, 28 Church Street, Warwick, New York 10990 Tel: (845) 651-3845, upon depositing the sum of one-hundred dollars (\$100.00). Checks or money orders shall be made payable to Valley Central School District.
- A. Deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring (CD's) to be shipped shall make arrangements directly with the printer and pay for all packaging and shipping costs.

- B. Any bidder requiring paper copies of the Bidding Documents, Drawings and Specifications shall make arrangements directly with the printer and pay for all printing, packaging and shipping costs. Such costs are non-refundable.
- 3.3 Bidder must provide Bid Security in the amount and form, per the terms indicated in Section *Instructions to Bidders*. All Bids will remain subject to acceptance for forty-five (45) days following the receipt of Bids. The Owner may, in its sole discretion, reject any Bid and return Bid Security prior to that date.
- A. A full performance bond, together with labor and material payment bonds in form acceptable to Owner shall be required of the successful Bidder for the full contract amount.
- 3.4 A Pre-Bid Conference will be held at 2:30pm Eastern Standard Time, 10-30-2024 beginning at the School District's Maintenance Building located on the west side of the Valley Central Middle School site at 15 Middle School Lane, Montgomery, NY 12549. Walkthroughs will commence after the Pre-Bid Conference at Valley Central Middle School, Valley Central High School, East Coldenham Elementary School, Berea Elementary School, Administration Offices, Montgomery Elementary School, Maybrook Alternate Learning Center, and Walden Elementary School. Attendance of this meeting is recommended as the Owner, Architect and/or consultants will be present to discuss the Project. Attendees should anticipate 30 minutes Q & A session. For bidders unable to attend this conference or requesting additional opportunity to visit the site(s), arrangements can be made for appointment, by contacting William Devine, The Palombo Group, Construction Manager, Office: 845-868-1239 and Cell: 845-554-7631
- 3.5 Bids shall not include New York State sales and compensating use taxes on materials and supplies incorporated into the Work, as the Owner being exempt therefrom. Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

#### PLAN CENTERS

- 4.1 Bidding/Contract Documents (drawings and project manuals) may be examined as of 10-18-2024 at the following locations by appointment only:

CSArch  
19 Front Street  
Newburgh, New York 12550  
Phone: 845-561-3179

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549  
Phone: 845-457-2400

This project is publicly funded. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

The Valley Central School District reserves the right to waive any informalities or irregularities in the Bids received, and/ or to reject all Bids without explanation.

By Order of: Valley Central School District, Board of Education

END OF SECTION

## SECTION 002113 - INSTRUCTIONS TO BIDDERS

### PART 1 – DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instruction to Bidders, the Bid Form, Supplementary Bid Forms and other sample bidding and contract forms.
- B. Contract Documents include the Contract Forms between the Owner and Contractor, Contractor's executed Bid Form and executed Supplementary Bid Forms, Conditions of the Contract (General, supplemental and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- C. Definitions set forth in the General Conditions of the Contract of Construction, or in other Contract Documents are applicable to the Bidding Documents.
- D. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- E. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
  - 1. Wherever the word "Bid" occurs in the documents, it refers to Bidders Proposal.
- F. The Base Bid is an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.
- G. An Alternate is an amount stated on the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- H. A Unit Price is an amount stated on the Bid Form as a price per unit of measurement for materials, equipment for services or a portion of the Work as described in the Bidding Documents.
- I. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
  - 1. A Sub-bidder is a person or entity who submits a Bid to a Bidder for materials, equipment or labor for a portion of the Work.

### PART 2 – BIDDER'S REPRESENTATIONS

## PART 3 – BIDDING DOCUMENTS

### 3.1 COPIES

- A. It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings, and Specifications, may be viewed online free of charge beginning October 18, 2024 at [www.csarchplanroom.com](http://www.csarchplanroom.com) or [www.usinglesspaper.com](http://www.usinglesspaper.com) under 'Public Projects', or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00).
  - 1. Please note, in order to access online documents and information, a log in is required. New users can create a free online account upon visiting site by clicking 'Register for an Account'.
- B. Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from Rev, 28 Church Street, Unit 7, Warwick, New York 10990 Tel: (845) 651-3845, upon depositing the sum of one hundred dollars (\$100.00) for each combined set of documents. Checks or money orders shall be made payable to Valley Central School District.
  - 1. Deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring CD(s) to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.
  - 2. Any bidder requiring paper copies of the Bidding Documents, Drawings, and Specifications, shall make arrangements with the printer, and pay for all printing, packaging, and shipping costs. Such costs are non-refundable.
- C. All bid addenda will be transmitted to registered plan holders via email and will be available at [www.csarchplanroom.com](http://www.csarchplanroom.com) and [www.usinglesspaper.com](http://www.usinglesspaper.com). Plan holders who have paid for CD's or hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with the printer for hard copies of addenda to be issued.
  - 1. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.
- D. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- E. The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS



- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being Bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. All reports to the Architect shall be in writing.
- B. No interpretation of the meaning of the Contract Documents, the existing conditions, or of the scope of Work will be made verbally. Provide every request for such interpretation in writing, addressed to CSArch, Attention: Dion Miller, by e-mail: [dmiller@csarchpc.com](mailto:dmiller@csarchpc.com), and to be given consideration must be received at least seven (7) working days prior to the date of the Bid Opening.
- C. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders are not required to rely upon them.
- D. The Bidding Documents for this project have been prepared using certain existing construction documents furnished by the Owner, which pertain to the construction of the existing conditions, and limited observations obtained by the Architect at the project site.
  - 1. More extensive investigations of existing conditions, including disassembly or testing of existing building components, was not undertaken by the Architect.
  - 2. Portrayal of such existing conditions obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Bidders, in any way, that such portrayals are accurate or true existing conditions.
- E. In the absence of an interpretation by the Architect, should the Drawings disagree in themselves or with the Specifications, the better quality, the more costly or the greater quantity of work or materials shall be estimated upon, and unless otherwise determined, shall be furnished.

### 3.3 EQUIVALENTS

- A. Each Bidder shall base his Bid upon the materials and equipment described in the Bidding Documents to the fullest extent possible.

- B. In the specifications, two or more kinds, types, brands, or manufacturers or materials may be named. Unless noted otherwise they shall be regarded as the required standard of quality, and overall, are judged to be equalivent by the Architect. The Bidder may select one of these named items as the basis for his Bid or, if the Bidder desires to use any other kind, type, brand, or manufacturer or material other than those named in the specification, it shall indicate in writing, when requested, and prior to the award of the Contract, what kind, type, brand, or manufacturer is proposed in lieu of the named specified item(s).

### 3.4 ADDENDA

- A. Addenda will be transmitted to all that are known to have received a complete set of Bidding Documents.
  - 1. Provide Bidding Document distributor with full company name, address, telephone and facsimile numbers and contact person's name.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Addenda will not be issued later than five (5) working days prior to the time specified for receipt of Bids, except any Addendum withdrawing the request for Bids or one which includes postponement of the time for receipt of Bids.
- D. Each Bidder shall ascertain upon submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

### 3.5 TAX LIABILITY

- A. Bidders are exempt from payment of manufacturer's excise taxes for materials purchased for the exclusive use of the Owner, provided that manufacturer has complied with rules and regulation of the Commissioner of Internal Revenue Service.
- B. New York State Sales Tax does not apply to this project. Contractors are exempt from payment on purchase of materials for the execution of this Contract and such taxes shall not be included in Bids. Exemption Certificates will be provided upon request.
- C. All other taxes shall be included in the Bid.

### 3.6 PRE-BID CONFERENCE

- A. A Pre-Bid Conference will be held at 2:30pm Eastern Standard Time, 10-30-2024 beginning at the School District's Maintenance Building located on the west side of the Valley Central Middle School site at 15 Middle School Lane, Montgomery, NY 12549. Walkthroughs will commence after the Pre-Bid Conference at Valley Central Middle School, Valley Central High School, East Coldenham Elementary School, Berea Elementary School, Administration Offices, Montgomery Elementary School, Maybrook Alternate Learning Center, and Walden Elementary School. Attendance of this meeting is recommended as the Owner, Architect and/or consultants will be present to discuss the Project. Attendees should anticipate 30 minutes Q & A session. For bidders unable to attend this conference or requesting additional opportunity to visit the site(s), arrangements can be made for appointment, by contacting William Devine, The Palombo Group, Construction Manager, Office: 845-868-1239 and Cell: 845-554-7631.

## PART 4 – BIDDING PROCEDURES

### 4.1 PREPARATION OF BIDS

- A. Bids shall be submitted on forms identical to the Bid Forms contained in this Project Manual, or submitted using unaltered and legible copies thereof.
- B. All blanks on the Bid Form shall be legible and executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in word shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. Bid all requested alternates. If no change in the Base Bid is required, enter "No Change."
- F. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each Bid copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### 4.2 BID SECURITY

- A. Each Bid must be accompanied by a certified bank check of the Bidder, or a Bid Bond prepared by a surety company licensed in New York State.
  - 1. Bid Security shall be provided in the amount of five (5) percent of the dollar amount of the Base Bid.
  - 2. Bid Security shall be payable to Valley Central School District.

3. If certified check is utilized, the Bidder shall provide written confirmation from a licensed New York State Surety company that Performance and Payment Bonds will be available to said Bidder for this project.
  4. The apparent successful Bidders, upon failure or refusal to furnish the required Performance and Payment Bonds and execute a Contract within ten (10) calendar days after receipt of notice of the acceptance of Bid, shall forfeit the Bid Security as liquidated damages for such failure to refusal, and not as a penalty.
  5. The successful Bidders shall have the Bid Security returned upon execution of an Owner/Contractor Agreement.
  6. Unsuccessful Bidders shall have their Bid Security returned following the execution of the Owner/Contractor Agreements or the forty five (45) day period following the Bid Opening, whichever occurs first.
  7. The Bid Security shall not be forfeited to the Owner in the event the Owner fails to comply with subparagraph 6.2.
- B. Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either:
1. The Contract has been executed and bonds, when required, have been furnished, or;
  2. The specified time has elapsed so that Bids may be withdrawn or;
  3. All Bids have been rejected.

#### 4.3 SUBMISSION OF BIDS

- A. All copies of the Bid, the Bid Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated Contract for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
1. If Bidder submits for different Contracts, each shall be submitted individually and so labeled for that Contract.
- B. Bids shall be deposited at the designated location prior to the time and date indicated in the Invitation to Bidders for the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
1. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

2. Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.
- C. Bids not exhibiting original signatures or seals will not be accepted as a responsive Bid.
- D. Bids shall be submitted in duplicate. Executed forms required for each submitted Bid are as follows:
  1. Bid Form.
  2. Resolution.
  3. Non-Collusive Bid Certification.
  4. Bid Security.

#### 4.4 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. No Bidder may withdraw a Bid within the forty-five (45) day period following the time of the Bid Opening.
- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

### PART 5 – CONSIDERATION OF BIDS

#### 5.1 OPENING OF BIDS

- A. The properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

#### 5.2 REJECTION OF BIDS

- A. The Owner shall maintain the right to reject any or all Bids. A Bid not accompanied by the required Bid Security or by other data required by the Bidding Documents, or which is in any way incomplete or irregular may be subject to rejection.

#### 5.3 AWARD OF BID

- A. It is the intent of the Owner to award Contracts to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## PART 6 – SUPPLEMENTARY BID FORMS

### 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- A. Bidders to whom award of a Contract is under consideration shall submit to the Construction Manager, within three (3) calendar days, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### 6.2 OWNERS FINANCIAL CAPABILITY

- A. The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven (7) days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### 6.3 SUBMITTALS

- A. Within three (3) calendar days following the Bid Opening time, the apparent lowest Bidder, shall furnish to the Owner through the Architect the following information:
  - 1. Contractor's Qualification Statement – AIA Document 305, 1986 edition.
  - 2. Subcontractor List.
  - 3. Substitution List.
  - 4. Material and Equipment List.
  - 5. Schedule of Values.
  - 6. Full time on Site Superintendent or Foreman
- B. The Bidder will be required to establish to the satisfaction of the Owner and Construction Manager the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

- C. Upon request only, the apparent second and third low Bidders shall be prepared to submit the information of paragraphs 6.1 and 6.3.A.
- D. Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Architect/Engineer or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. In the event of withdrawal or disqualification, Bid Security will not be forfeited.
- E. Persons and entities proposed by the Bidder and to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for whom they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.
- F. Any Bidder, upon failure to submit the information required in subparagraphs 6.1.A, 6.3.A, and 6.3.B in the allowed time, may have the Bid rejected. In that event, the Bidder shall forfeit the Bid Security to the Owner as liquidated damages for such failure or refusal, and not as penalty.

#### 6.4 BOND REQUIREMENTS

- A. The Owner requires the apparent successful Bidder to furnish and deliver bonds, covering the faithful performance of the Contract Work and payment of all obligations arising thereunder duly executed by the Bidder and a surety company licensed to do business in New York State rating.
- B. The premiums shall be included in the Bid and paid by the Contractor. The Bidder shall proportionally distribute the costs of such bonds between the Base Bid and any Alternates.

#### 6.5 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Owner through the Construction Manager on or before the time of execution of the Owner/Contractor Agreement. Bonds shall be payable to Valley Central School District.
- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond, Version 2010. Both bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated the same as the Owner/Contractor Agreement.

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

#### PART 7 – AGREEMENT FORM BETWEEN OWNER AND CONTRACTOR

- A. The form of agreement between Owner and Contractor shall be based on an amended Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, Owner/Contract Agreement, CM as Advisor – AIA Document A132.

END OF SECTION



SECTION 004101 - BID FORM CONTRACT NO. 1-01 – GENERAL AND ABATEMENT  
CONSTRUCTION (GAC)

BIDDER INFORMATION

CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BID TO (Owner):                      Attention: Purchasing Agent  
Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

PRIME CONTRACT:                      Contract No. 1-01 - General and Abatement Construction (GAC)

PROJECT TITLE:                      Valley Central School District  
Valley CSD 2023 Capital Project Ph 1

SED Control Numbers

Valley Central High School	SED No. 44-13-01-06-0-015-033
Valley Central Middle School	SED No. 44-13-01-06-0-016-023
Berea Elementary School	SED No. 44-13-01-06-0-017-014
East Coldenham Elementary School	SED No. 44-13-01-06-0-013-019
Montgomery Elementary School	SED No. 44-13-01-06-0-004-015
Walden Elementary School	SED No. 44-13-01-06-0-009-021
Maybrook Alternative Learning Center	SED No. 44-13-01-06-0-002-013
Administration Building	SED No. 44-13-01-06-0-005-006

ARCHITECTS PROJECT NO:                      187-2302.01

1. **Representations:** By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** \_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

4. **Allowances:** Refer to Section 012100 - "Allowances" for additional information

Contingency Allowance No. **CA-GAC-01-001**: General and Abatement Construction  
Contingency Allowance for work at all buildings in the amount of \$50,000.00 lump sum.

5. **Unit Costs:** Refer to Section 012200 - "Unit Prices" for additional information.

Unit Price No. **UP-GAC-1-01-001**: \_\_\_\_\_ per square foot

Unit Price No. **UP-GAC-1-01-002**: \_\_\_\_\_ per square foot

Unit Price No. **UP-GAC-1-01-003**: \_\_\_\_\_ per fitting

Unit Price No. **UP-GAC-1-01-004**: \_\_\_\_\_ per linear foot

6. **Alternates:** Refer to Section 012300 - "Alternates" for additional information.

**ADD Alternate No. ALT-GAC-1-01-001:**

*(Words)*

---

*(Figures)*

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Bidding Documents.
9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

---

(Name-Printed)

---

(Initials)

12. **Authorized Signature:**

---

*(Signature)*

---

*(Name - Printed)*

---

*(Title - Printed)*

---

*(Date)*

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
- a. Bid Form.
  - b. Bid Bond – AIA Document A310.
  - c. Corporate Resolutions.
  - d. Non-Collusive Affidavit.
  - e. Iran Divestment Act Certificate.
14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction To Bidders" within 3 working days the following:
- a. Contractor Statement of Qualifications – AIA Document A305.
  - b. Proposed Subcontractor List.
  - c. Proposed Equivalent List.
  - d. Schedule of Values.
  - e. Project Manager Resume.
  - f. Bi-Weekly Material Equipment Status Report

SECTION 004102 - BID FORM CONTRACT NO. 1-02 – MECHANICAL AND PLUMBING  
CONSTRUCTION (MPC)

BIDDER INFORMATION

CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BID TO (Owner):                      Attention: Purchasing Agent  
Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

PRIME CONTRACT:                      Contract No. 1-02 - Mechanical and Plumbing Construction (MPC)

PROJECT TITLE:                      Valley Central School District  
Valley CSD 2023 Capital Project Ph 1

SED Control Numbers

Valley Central High School	SED No. 44-13-01-06-0-015-033
Valley Central Middle School	SED No. 44-13-01-06-0-016-023
Berea Elementary School	SED No. 44-13-01-06-0-017-014
East Coldenham Elementary School	SED No. 44-13-01-06-0-013-019
Montgomery Elementary School	SED No. 44-13-01-06-0-004-015
Walden Elementary School	SED No. 44-13-01-06-0-009-021
Maybrook Alternative Learning Center	SED No. 44-13-01-06-0-002-013
Administration Building	SED No. 44-13-01-06-0-005-006

ARCHITECTS PROJECT NO:                      187-2302.01

1. **Representations:** By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** \_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

4. **Allowances:** Refer to Section 012100 - "Allowances" for additional information.

Contingency Allowance No. **CA-MPC-1-02-001**: Mechanical and Plumbing Construction  
Contingency Allowance for work at all buildings in the amount of \$40,000.00 lump sum.

5. **Unit Costs:** Refer to Section 012200 - "Unit Prices" for additional information.

None

6. **Alternates:** Refer to Section 012300 - "Alternates" for additional information.

**ADD Alternate No. ALT MPC-1-02-001:**

\_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Figures)

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Bidding Documents.
9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

---

(Name-Printed)

---

(Initials)

12. **Authorized Signature:**

---

(Signature)

---

(Name - Printed)

---

(Title - Printed)

---

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
  - a. Bid Form.
  - b. Bid Bond – AIA Document A310.
  - c. Corporate Resolutions.
  - d. Non-Collusive Affidavit.
  - e. Iran Divestment Act Certificate.
14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction To Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report



SECTION 004103 - BID FORM CONTRACT NO. 1-03 – ELECTRICAL CONSTRUCTION (EC)

BIDDER INFORMATION

CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BID TO (Owner):                      Attention: Purchasing Agent  
   Valley Central School District  
   944 State Route 17K  
   Montgomery, New York 12549

PRIME CONTRACT:                      Contract No. 1-03 - Electrical Construction (EC)

PROJECT TITLE:                        Valley Central School District  
   Valley CSD 2023 Capital Project Ph 1

SED Control Numbers

Valley Central High School	SED No. 44-13-01-06-0-015-033
Valley Central Middle School	SED No. 44-13-01-06-0-016-023
Berea Elementary School	SED No. 44-13-01-06-0-017-014
East Coldenham Elementary School	SED No. 44-13-01-06-0-013-019
Montgomery Elementary School	SED No. 44-13-01-06-0-004-015
Walden Elementary School	SED No. 44-13-01-06-0-009-021
Maybrook Alternative Learning Center	SED No. 44-13-01-06-0-002-013
Administration Building	SED No. 44-13-01-06-0-005-006

ARCHITECTS PROJECT NO:                      187-2302.01

1. **Representations:** By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** \_\_\_\_\_  
(Words)  
\_\_\_\_\_  
(\$ \_\_\_\_\_)  
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

4. **Allowances:** Refer to Section 012100 - "Allowances" for additional information.

Contingency Allowance No. **CA-EC-1-03-001**: Electrical Construction Contingency Allowance for work at all buildings in the amount of \$35,000.00 lump sum.

5. **Unit Costs:** Refer to Section 012200 - "Unit Prices" for additional information.

None

6. **Alternates:** Refer to Section 012300 - "Alternates" for additional information.

**ADD Alternate No. ALT-EC-1-03-001:**

\_\_\_\_\_  
(Words)  
\_\_\_\_\_  
(Figures)

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of 5% of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Bidding Documents.
9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

---

(Name-Printed)

---

(Initials)

12. **Authorized Signature:**

---

(Signature)

---

(Name - Printed)

---

(Title - Printed)

---

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
  - a. Bid Form.
  - b. Bid Bond – AIA Document A310.
  - c. Corporate Resolutions.
  - d. Non-Collusive Affidavit.
  - e. Iran Divestment Act Certificate.
14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction To Bidders" within 3 working days the following:
  - a. Contractor Statement of Qualifications – AIA Document A305.
  - b. Proposed Subcontractor List.
  - c. Proposed Equivalent List.

CSArch  
Project No. 187-2302.01

Valley Central School District  
2023 Capital Project

- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

# **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)*

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

**BOND AMOUNT: \$****PROJECT:**

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

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution

Init.

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User Notes:

(846291277)

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)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

SECTION 004333 - PROPOSED PRODUCTS FORM

PARTICULARS

1.1 The following is the List of Equipment referenced in the bid submitted by:

1.2 (Bidder) \_\_\_\_\_

1.3 TO (Owner ): Valley Central School District

1.4 dated \_\_\_\_\_ and which is an integral part of the Bid Form.

IF BIDDER PROPOSES TO USE MATERIALS AND EQUIPMENT OTHER THAN THOSE SPECIFIED, HE SHALL LIST BELOW ANY EQUIVALENTS HE PROPOSES TO USE.

MATERIALS AND EQUIPMENT NOT LISTED ON THIS SHEET AND NOT PROPOSED, AS EQUIVALENTS IN THE BID MAY NOT BE CONSIDERED, EVALUATED, OR ACCEPTED AS EQUIVALENTS AFTER THE BIDS ARE RECEIVED.

THIS IDENTIFICATION OF EQUIVALENT IS REQUIRED OF BIDDER(S) AS PART OF THE SUPPLEMENTARY BID FORMS AND IS IN PARTIAL FULFILLMENT OF REQUIREMENTS OF THE INSTRUCTIONS TO BIDDERS. EQUIVALENTS MAY AFFECT OWNER'S ACCEPTANCE OF THE BID AND DECISION TO AWARD CONTRACT. ADDITIONAL DATA ON EQUIVALENTS MAY BE REQUESTED FROM SELECTED BIDDER(S) AFTER THE BID OPENING IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS.

ADDITIONAL SHEETS WILL BE PROVIDED ON REQUEST:

	SPECIFICATION SECTION	SPECIFIED ITEM	PROPOSED EQUIVALENT
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____

G. \_\_\_\_\_

H. \_\_\_\_\_

I. \_\_\_\_\_

END PROPOSED PRODUCTS FORM



SECTION 004336 - PROPOSED SUBCONTRACTORS FORM

PARTICULARS

- 1.1 Herewith is the list of Subcontractors referenced in the bid submitted by:
- 1.2 (Bidder) \_\_\_\_\_
- 1.3 TO (Owner ): Valley Central School District
- 1.4 Dated \_\_\_\_\_ and which is an integral part of the Bid Form.
- 1.5 The following work will be performed (or provided) by Subcontractors and coordinated by us:

SHOULD ANY PART OR PORTION OF THE WORK BE PLANNED FOR SUBCONTRACTING, LIST THE NAME, ADDRESS, AND PHONE NUMBERS OF ALL SUBCONTRACTORS THAT BIDDER(S) PROPOSES TO USE ON THIS CONTRACT AND THE WORK ASSIGNED TO EACH. PLEASE PRINT IN INK OR TYPE IN THE SPACES PROVIDED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

THIS IDENTIFICATION OF SUBCONTRACTORS IS REQUIRED OF BIDDER(S) AS PART OF THE SUPPLEMENTARY BID FORMS AND IS IN PARTIAL FULFILLMENT OF REQUIREMENTS OF THE INSTRUCTIONS TO BIDDERS. ADDITIONAL DATA ON PROPOSED SUBCONTRACTORS MAY BE REQUESTED FROM SELECTED BIDDERS AFTER THE BID OPENING IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS.

LIST OF SUBCONTRACTORS

	NAME	ADDRESS	PHONE
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____

END OF SECTION

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## Contractor's Qualification Statement

(Paragraph deleted)

**SUBMITTED BY:**

(Organization name and address.)

**SUBMITTED TO:**

(Organization name and address.)

### NAME OF PROJECT:

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

### 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.

### TYPE OF WORK TYPICALLY PERFORMED

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

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

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

**CONTRACTOR CERTIFICATION**

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

\_\_\_\_\_  
**Organization's Authorized Representative  
Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

**NOTARY**

State of:

County of:

Signed and sworn to before me this    day of

\_\_\_\_\_  
**Notary Signature**

**My commission expires:**



# AIA® Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

#### 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.

- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:

**§ A.1.2.2** Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

**§ A.1.3 Other Information**

**§ A.1.3.1** How many years has your organization been in business?

**§ A.1.3.2** How many full-time employees work for your organization?

**§ A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

**§ A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

**§ A.2 EXPERIENCE**

**§ A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

**§ A.2.2** State your organization's total dollar value of work currently under contract.

**§ A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

**§ A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.

**§ A.3 CAPABILITIES**

**§ A.3.1** List the categories of work that your organization typically self-performs.

**§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

**§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

*(Insert name, organization, and contact information)*

**§ A.4.2** Identify three architect references:

*(Insert name, organization, and contact information)*

**§ A.4.3** Identify one bank reference:

*(Insert name, organization, and contact information)*

**§ A.4.4** Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*

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# **AIA® Document A305® – 2020 Exhibit B**

## **Financial and Performance Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year  
(In words, indicate day, month and year.)

### **§ B.1 FINANCIAL**

#### **§ B.1.1 Federal tax identification number:**

**§ B.1.2** Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

**§ B.1.3** Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

**§ B.1.4** Identify your organization's preferred credit rating agency and identification information.

*(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)*

### **§ B.2 DISPUTES AND DISCIPLINARY ACTIONS**

**§ B.2.1** Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

*(If the answer is yes, provide an explanation.)*

**§ B.2.2** In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

*(If the answer to any of the questions below is yes, provide an explanation.)*

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

#### **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.

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
- .4 filed any lawsuits or requested arbitration regarding a construction project?

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:  
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?

# **AIA® Document A305® – 2020 Exhibit C**

## **Project Specific Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year Two Thousand Twenty-Three  
(In words, indicate day, month and year.)

### **PROJECT:**

(Name and location or address.)

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302

### **CONTRACTOR'S PROJECT OFFICE:**

(Identify the office out of which the contractor proposes to perform the work for the Project.)

### **TYPE OF WORK SOUGHT**

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

### **CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

### **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.

**§ C.1 PERFORMANCE OF THE WORK**

**§ C.1.1** When was the Contractor's Project Office established?

**§ C.1.2** How many full-time field and office staff are respectively employed at the Contractor's Project Office?

**§ C.1.3** List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

**§ C.1.4** Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

**§ C.1.5** Identify portions of work that you intend to self-perform on this Project.

**§ C.1.6** To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

**§ C.2 EXPERIENCE RELATED TO THE PROJECT**

**§ C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

**§ C.2.2** State the total dollar value of work currently under contract at the Contractor's Project Office:

**§ C.2.3** Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

**§ C.2.4** State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

**§ C.2.5** List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

**§ C.3 SAFETY PROGRAM AND RECORD**

**§ C.3.1** Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

**§ C.4 INSURANCE**

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

**§ C.5 SURETY**

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

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# AIA® Document A305® – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

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# AIA® Document A305® – 2020 Exhibit E

## Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

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## SECTION 004519 - CERTIFICATE OF NON-COLLUSION

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

### NON-COLLUSIVE BIDDING CERTIFICATE

- (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) 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.
- (b) A Bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall so furnish with the Bid, a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

- (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-collusion as the act and deed of the corporation.
- (d) The person signing this Bid or Proposal certifies that he has fully informed himself regarding the accuracy of the statements 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 his behalf.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Title:\_\_\_\_\_Federal ID NO.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone:\_\_\_\_\_ Facsimile:\_\_\_\_\_

END OF SECTION 004519



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DOCUMENT 004520 - IRAN DIVESTMENT ACT AFFIDAVIT

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

IRAN DIVESTMENT ACT CERTIFICATE

- (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 list is posted on the OGS website, any Contractor seeking to renew 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 therefor. 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 he has fully informed himself regarding the accuracy of the statements 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 his behalf.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



DOCUMENT 004543 - CORPORATE RESOLUTIONS

INCLUDE WITH BID FORM(S) IF BIDDER IS AN INDIVIDUAL:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type individual's name and title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Business Phone	Facsimile
----------------	-----------

**INCLUDE WITH BID FORM(S) IF BIDDER IS A PARTNERSHIP:**

---

(Print or type name of firm)

BY: \_\_\_\_\_  
(Signature of general partner)

---

(Print or type general partner's name and title)

---

(Business Address)

---

Business Phone

Facsimile

**INCLUDE WITH BID FORM(S) IF BIDDER IS A CORPORATION:**

---

(Print or type name of corporation)

---

(State of incorporation)

BY: \_\_\_\_\_  
(Signature of president or vice-president)

---

(Print or type individual's name and title)

---

(Business Address)

---

Business Phone

Facsimile

ATTEST: \_\_\_\_\_  
(By corporate secretary or assistant secretary)

---

(Print name and title)

Corporate Seal

# AIA® Document A132® – 2019

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

**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)

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

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

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

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

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

The Palombo Group  
22 Noxon Street  
Poughkeepsie, New York 12601

### 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.

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

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User Notes:

(1701398120)

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

Collins+Scoville Architecture | Engineering | Construction Management, D.P.C.  
dba CSArch  
19 Front Street  
Newburgh, New York 12550

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

- ☒ [ X ] The date of this Agreement.
- ☐ [ ] A date set forth in a notice to proceed issued by the Owner.
- ☐ [ ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion of the Project or Portions Thereof

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

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

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

#### ARTICLE 4 CONTRACT SUM

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

(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section 4.2 below
- ☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

#### § 4.2 Stipulated Sum

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

#### § 4.2.2 Alternates

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

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

Init.



(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

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

(Paragraphs deleted)

### § 5.1.7 Retainage

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

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

*(Paragraphs deleted)*

### § 5.2 Final Payment

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

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

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

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

*(Paragraphs deleted)*

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

Zero % 0

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

Init.

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

☒ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

*(Paragraphs deleted)*

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

The Polombo Group  
22 Noxon Street  
Poughkeepsie, New York 12601

§ 8.3 The Contractor's representative:

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

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

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract, Construction Manager as Adviser Edition and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, and elsewhere in the Contract Documents.

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

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

### § 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### § 8.8 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

*(Paragraphs deleted)*

### .5 Drawings

Number	Title	Date
Exhibit B – List of Drawings		

### .6 Specifications

Section	Title	Date	Pages
Exhibit A – Table of Contents			

### .7 Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

### .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Exhibit C – Prevailing Rate of Wages Specification 007343 outlining responsibility and instructions to obtain the Prevailing Wage Schedule and respective updates.

*Execution of this Agreement acknowledges the receipt of these Exhibits and access to this information hereto.*

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

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# **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)*

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

### **CONSTRUCTION CONTRACT**

Date:

Amount: \$

*(Row deleted)*

Valley Central School District – 2023 Capital Project – Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

### **BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 18

Init.

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User Notes:

(1365667439)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

Signature: \_\_\_\_\_

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Collins+Scoville Architecture |

Engineering | Construction

Management, D.P.C.

dba CSArch

19 Front Street

Newburgh, New York 12550

(Row deleted)

**§ 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.

Init.

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User Notes:

(1365667439)



§ 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)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

# **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)*

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Valley Central School District – 2023 Capital Project – Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Init.

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User Notes:

(1196372048)

Modifications to this Bond: ☐ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

Signature: \_\_\_\_\_

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Collins+Scoville Architecture |

Engineering | Construction

Management, D.P.C.

dba CSArch

19 Front Street

Newburgh, New York 12550

(Row deleted)

§ 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;

Init.

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User Notes:

(1196372048)

§ 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.

**§ 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)*

**SURETY**

Company: \_\_\_\_\_

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_



# AIA<sup>®</sup> Document C106<sup>™</sup> – 2022

## Digital Data Licensing Agreement

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

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):  
(Name, address, and contact information, including electronic addresses)

Collins+Scoville Architecture | Engineering | Construction Management D.P.C.  
dba CSArch  
19 Front Street  
Newburgh, New York 12550

and the Party receiving the Digital Data ("Receiving Party"):  
(Name, address, and contact information, including electronic addresses)

for the following Project:  
(Name and location or address of the Project)

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

for the following Digital Data ("Digital Data"):  
(Identify below, in detail, the information created or stored in digital form that the Parties  
intend to be subject to this Agreement.)

### 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.

The Transmitting Party and Receiving Party agree as follows.

## TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	TRANSMISSION OF DIGITAL DATA
3	LICENSE CONDITIONS
4	LICENSING FEE OR OTHER COMPENSATION

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

### ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.



§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

### ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.  
(Choose only one option below.)

[ ] § 3.1.1 The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

[ ] § 3.1.2 Other:  
(Identify terms, permitted uses, or other conditions related to the Digital Data.)

Revit and/or AutoCAD files will be provided as an accommodation at your request. Due to the nature of electronic data files, the Transmittal Party does not guarantee that the information in these files is identical to the bidding documents. Bid addenda may not have been incorporated into these files. If there are any discrepancies, the bidding documents and subsequent addenda constitute the contract requirements.

The Receiving Party agrees to transmit to the Transmitting Party at the end of the term of this agreement the Revit model including any information added by the Receiving Party.

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

### ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:  
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

\_\_\_\_\_  
TRANSMITTING PARTY (Signature)

\_\_\_\_\_  
RECEIVING PARTY (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

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40 Beaver Street  
Albany, New York 12207-1511  
518.463.8068 Fax 518.463.8069  
[www.csarchpc.com](http://www.csarchpc.com)

# Demonstration & Training

<b>PROJECT</b> Hoosic Valley Central School District 2021 Capital Project	<b>DATE</b>
	<b>CONTRACT NO.</b>
<b>CSARCH PROJ. #</b> 121-21018	<b>CONTRACTOR</b>

## INSTRUCTOR

Please attach business card.

## SYSTEM

Spec Section:

## EQUIPMENT BEING DEMONSTRATED

Please describe/list:

## DOCUMENTS TURNED OVER TO OWNER

Please list:

## OWNER/ATTENDEES

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**O&M Manuals will be turned over at close-out. Any requested documents will be copied to the Owner at no added cost.**

**Send to: CSArch, ATTN:**



# **AIA**® Document G706® – 1994

## **Contractor's Affidavit of Payment of Debts and Claims**

**PROJECT: (Name and address)**

Valley Central School District -  
2023 Capital Project -Phase 1  
Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033  
Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023  
Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014  
East Coldenham Elementary  
School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019  
Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015  
Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021  
Maybrook Alternative Learning  
Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013  
Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006  
**TO OWNER: (Name and address)**  
Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

**ARCHITECT'S PROJECT NUMBER:**

187-2302.01

**CONTRACT FOR:****CONTRACT DATED:**

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

SURETY: ☐

OTHER: ☒

**STATE OF:** New York  
**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

*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).

**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:



## ***Contractor's Affidavit of Release of Liens***

Montgomery, New York 12549

**CONTRACT DATED:**

OTHER: ☒

**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)**

Valley Central School District - 2023 Capital

Project - Phase 1

Valley Central High School

1175 State Route 17K

Montgomery, New York 12549

SED# 44-13-01-06-0-015-033

Valley Central Middle School

1189 State Route 17K

Montgomery, New York 12549

SED# 44-13-01-06-0-016-023

Berea Elementary School

946 State Route 17K

Montgomery, New York 12549

SED# 44-13-01-06-0-017-014

East Coldenham Elementary School

286 State Route 17K

Newburgh, New York 12550

SED# 44-13-01-06-0-013-019

Montgomery Elementary School

141 Union Street

Montgomery, New York 12549

SED# 44-13-01-06-0-004-015

Walden Elementary School

75 Orchard Street

Walden, New York 12586

SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center

120 Broadway

Maybrook, New York 12543

SED# 44-13-01-06-0-002-013

Administration Building

944 State Route 17K

Montgomery, New York 12549

SED# 44-13-01-06-1-005-006

**ARCHITECT'S PROJECT NUMBER:** 187-2302.01**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**SURETY:** ☐**OTHER:** ☒**CONTRACT FOR:****TO OWNER: (Name and address)**

Valley Central School District

944 State Route 17K

Montgomery, New York 12549

**CONTRACT DATED:**

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,

, CONTRACTOR,

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**User Notes:**

(3B9ADA5A)

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)

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)

Attest:  
(Seal):

\_\_\_\_\_  
(Printed name and title)

# AIA® Document A232® – 2019

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

### **for the following PROJECT:**

*(Name, and location or address)*

Valley Central School District – 2023 Capital Project - Phase 1

Valley Central High School  
1175 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-015-033

Valley Central Middle School  
1189 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-016-023

Berea Elementary School  
946 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-0-017-014

East Coldenham Elementary School  
286 State Route 17K  
Newburgh, New York 12550  
SED# 44-13-01-06-0-013-019

Montgomery Elementary School  
141 Union Street  
Montgomery, New York 12549  
SED# 44-13-01-06-0-004-015

Walden Elementary School  
75 Orchard Street  
Walden, New York 12586  
SED# 44-13-01-06-0-009-021

Maybrook Alternative Learning Center  
120 Broadway  
Maybrook, New York 12543  
SED# 44-13-01-06-0-002-013

Administration Building  
944 State Route 17K  
Montgomery, New York 12549  
SED# 44-13-01-06-1-005-006

CSArch Project Number: 187-2302.01

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

The Palombo Group  
22 Noxon Street  
Poughkeepsie, New York 12601

### **THE OWNER:**

*(Name, legal status, and address)*

Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

### **THE ARCHITECT:**

*(Name, legal status, and address)*

Collins+Scoville Architecture | Engineering | Construction Management D.P.C.  
dba CSArch  
19 Front Street  
Newburgh, New York 12550

### **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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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1	GENERAL PROVISIONS
2	OWNER
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8	TIME
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12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

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

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

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

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

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

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

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

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

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

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

## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. If, in the interpretation of Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
2. The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractor or any of the Prime Contractors in making their own takeoffs.
3. It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications, but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect in writing.

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

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

1. Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.
2. It shall be the Contractor's responsibility, when subcontracting any portion of Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

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

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

- .1 Modifications, as defined in Section 1.1.1.
- .2 The Agreement.
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 The General Conditions of the Contract for Construction.
- .5 Division 01 of the Specifications.
- .6 Drawings and remaining Divisions of the Specifications.

**§ 1.2.4** Within the Contract Documents for which each Prime Contractor is responsible, any Work included by reference in any section to another Specification's Section shall be included as Work under the Contract, whether or

not it is called for under the Section referred to. Failure to cross-reference such items shall not relieve the Contractor or any Prime Contractor from the obligations to provide such work.

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

#### **§ 1.7.2 Contractor's Use of Instruments of Service in Electronic Form**

**§ 1.7.2.1** The Architect may, with the concurrence of the Owner and upon compensation by the Contractor to the Architect, furnish to the Contractor versions of Instruments of Service in digital form. The Instruments of Service executed or identified in accordance with Subparagraph 1.1.7 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means.

**§ 1.7.2.2** The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

### **§ 1.8 Building Information Models Use and Reliance**

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

### **§ 1.9 COMMUNICATION**

**§ 1.9.1** Construction Manager, Contractor and Architect shall meet periodically at mutually agreed upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in these meetings, the parties do not intend to create additional contractual obligations or modify the legal relationships which may already exist.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

**§ 2.3.4** If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

### **§ 2.3.5**

The Owner shall furnish, upon written request only and as necessary to complete this work, surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

### **§ 2.3.7**

The Contractor and/or Prime Contractors will be furnished, free of charge, three sets of the Contract Drawings and Project Manuals. Additional sets will be furnished at cost of reproduction and postage and handling when applicable. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them via one of the Prime Contracts.

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

### **§ 2.4 Owner's Right to Stop the Work**

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

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not

sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **§ 2.6 ACCELERATION CLAUSE**

**§ 2.6.1** The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the written acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

**§ 2.6.2** In order to recover additional costs due to a written acceleration directive, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner's Project Representative.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents are waived and will not be permitted.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted in writing on such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

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*(Paragraph deleted)*

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

**§ 3.2.4.1** The owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and not responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

**§ 3.2.5** Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

**§ 3.2.5.1** Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.

**§ 3.2.5.2** The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

**§ 3.2.5.3** Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

**§ 3.2.5.4** The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

**§ 3.2.5.5** The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.

**§ 3.2.5.6** The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give

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specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. Each contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the project.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

**§ 3.3.4** During period of active Construction, the Contractor shall consult daily and cooperate with the Construction Manager. On a daily basis, the Contractor shall keep the Construction Manager and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.

**§ 3.3.5** Within 15 days of the date of the Notice to Proceed, each Contractor shall submit to the Construction Manager and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.

#### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). Substitutions shall satisfy the following conditions:

1. The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
2. Requests for substitutions must be submitted at the time that bids are received.
3. Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved in writing by the Architect and Owner.
4. Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
5. Each such request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
6. The burden of proof of the merit of the proposed substitution is upon the proposer.
7. The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
8. Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the market place and only at "no change" or "credit" to Contract amount.



9. Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect:
- (a) Redesign required for any of the Work.
  - (b) Material or quantity changes for any of the Work.
  - (c) Delays in any of the Work.
  - (d) Request for information generated due to substitutions."

§ 3.4.3 The Contractor, as indicated in the Instructions to Bidders, shall furnish in writing to the Owner through the Construction Manager a list showing the name of the manufacturer proposed to be used for equivalents of products identified in the Specifications, and where applicable, the name of the installing subcontractor. By identifying and submitting a proposed manufacturer and/or installer the Contractor warrants that products furnished and/or installed by them conform to such requirements of the Contract Documents. The Construction Manager, in conjunction with the Architect will reply with reasonable promptness to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.

- .1 If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- .2 Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents.
- .3 Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.

§ 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

§ 3.4.5 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.

§ 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

§ 3.4.7 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

§ 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.

§ 3.4.9 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

§ 3.4.10 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

§ 3.4.11 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

**§ 3.4.12** As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contain zero percent (0%) asbestos.

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

- .1 A sufficient force of competent experienced workman, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

### **§ 3.6 Taxes**

Exempt from Sales Tax: New York State Sales Tax is not applicable to any materials and supplies to be incorporated into Work under the terms of the Contract, the Owner being exempt therefrom. There is no exemption from the sales or use tax on charges to the Contractor or subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractors and subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included in executed Base Bid.

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

**§ 3.7.1** The Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.2.1** The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and Subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

**§ 3.7.3** If the Contractor performs Work which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found

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

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

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents

- .1 Contingency Allowances shall cover the direct cost to the Contractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.

### **§ 3.8.2**

*(Paragraphs deleted)*

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

*(Paragraph deleted)*

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time during performance of the Work. The Superintendent shall be the same individual throughout the duration of the project. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract

Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

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

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall maintain at the Project site for the Owner two sets of record Drawings and one set of record Specifications, Addenda, Change Orders, Allowance Authorizations, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples, and similar required submittals in good order and condition. Each Prime Contractor shall mark these documents on a weekly basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on the Contract or Shop Drawings. Particular attention shall be given to site utilities, the location of valves, HVAC equipment, and all ductwork and major electrical conduit. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data, and Samples**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to

cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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

**§ 3.12.7** Work performed without approved shop drawings, product data, samples or similar submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments on approved submittals. Any portion of the Work performed prior to review and approval by the Construction Manager and Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without prior written approval of the Construction Manager and Architect.

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss or expense is attributable to any bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the act, omission, fault, breach of contract, breach of warranty or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Construction Manager, or Architect for the negligence of the Owner, Construction Manager, or Architect

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to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss or expense."

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

#### **§ 3.19 DAILY RECORDS CLAUSE**

**§ 3.19.1** The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a detailed daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.

**§ 3.19.2** In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

**§ 3.19.3** Such daily records shall be copied and provided to the Owner at the end of every week.

#### **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

##### **§ 4.1 General**

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

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

*(Paragraph deleted)*

##### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's Representative (1) during construction, (2) until 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

**§ 4.2.2.1** The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

**§ 4.2.3** The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of

the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

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

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

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

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

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

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

**§ 4.2.10** The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

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



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

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

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

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

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

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

**§ 4.2.17** The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

**§ 4.2.19** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. The Architect will not be liable for the results of any such interpretations or decisions rendered in good faith and in accordance with its professional judgment.

*(Paragraph deleted)*

**§ 4.2.21** The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness but, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

**§ 5.2.1** As stated in the bidding requirements, the Contractor, shall notify in writing for review by the Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review.

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

*(Paragraph deleted)*

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste

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materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract Documents, or if no such amount is set forth in the Contract Documents, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance directly related to the work, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others;
- .4 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

#### § 7.5 OVERHEAD AND PROFIT

§ 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.5.1.a Prime Contractor: For Work performed by the Prime Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Prime Contractor Amount = (L+M) + 15% O&P

§ 7.5.1.b Prime Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Prime Contractor, for work performed by that Prime Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

- .1 Example: Total Subcontractor Amount = (L+M) + 10% O&P
- .2 Example: Total Prime Contractor Amount = Total Subcontract Amount + 5% O&P

**§ 7.5.1.c Sub-Subcontractor:** For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.

- .1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P
- .2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P
- .3 Example: Total Prime Contractor Amount = Subcontractor Amount + 5% O&P

**§ 7.5.2 Performance and Payment Bond Adjustments:** Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.4.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.

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

### **§ 8.2 Progress and Completion**

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

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

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

### **§ 8.3 Delays and Extensions of Time**

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

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

**§ 8.3.3** The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except

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to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. **IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."**

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

As indicated in the Contract Documents, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** The Contractor shall submit applications for payment in accordance with Specification Section "Payment Procedures."

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

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

**§ 9.3.1.3** Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.

**§ 9.3.1.4** When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

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

**§ 9.3.2.1** Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

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

#### **§ 9.4 Certificates for Payment**

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

**§ 9.4.2** Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

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



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

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

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

### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

*(Paragraphs deleted)*

## **§ 9.8 Substantial Completion**

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

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to Architect's first (1<sup>st</sup>) inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's punchlist, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's

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inspection discloses any item, whether or not included on the Contractor's punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.3.1** Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm *all* open punchlist items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

**§ 9.8.6** In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

## **§ 9.9 Partial Occupancy or Use**

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

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

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

**§ 9.10 Final Completion and Final Payment**

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

**§ 9.10.1.1** Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all Project closeout documents per the General Conditions of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

**§ 9.10.3.1** Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

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

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

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

**§ 9.10.6** In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the contract.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

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

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

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be

liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

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

*(Paragraph deleted)*

**§ 10.3.2.1** Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

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

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

*(Paragraph deleted)*

## § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The policy naming the District as an Additional Insured shall:

- .1 Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
- .2 State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
- .3 Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- .4 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
  - a. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
  - b. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
  - c. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

- d. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form— additional details must be provided in writing. Policy exclusions may not be accepted.
- .5 The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

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

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

§ 11.1.4.1 The Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

- a. Subcontractors are subject to the same terms and conditions stated in this section and must submit the same to the District/BOCES for approval prior to the start of any work.
- b. In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.5 The limits of liability of the insurance required above shall be as follows:

- .1 Commercial General Liability (CGL)  
Limits of Insurance not less than:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal & Advertising Injury
  - \$2,000,000 General Aggregate per project/location
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$100,000 Fire Damage Legal Liability
  - \$10,000 Medical Expense
- a. The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply on a per project basis.
- b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or CG2033 (10/01) and CG2037 (10/01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d. Attached to each certificate of insurance shall be a copy of the additional Insured Endorsement address in c.) above.
- e. Contractor shall maintain Commercial General Liability coverage for itself



- and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.
- f. The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
- .2 **Automotive Liability**
    - a. Business Auto Liability with limits of at least \$1,000,000 each accident for bodily injury and/or property damage.
    - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
    - c. Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis.
  - .3 **Commercial Umbrella**
    - a. Umbrella limits must be at least a minimum of \$5,000,000 per Occurrence and Aggregate for general construction and no work at elevation (1 Story or 10 feet) and project values less than or equal to \$1,000,000, or available policy limits if policy limits are higher. Limits must be \$10,000,000 each Occurrence and
    - b. Umbrella coverage must include as additional insureds all entities that are additional insureds all entities that are additional insureds on the Commercial General Liability Policy.
    - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers Liability coverages maintained by the Contractor.
    - d. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b.) and c.) above.
  - .4 **Workers Compensation and Employers Liability**
    - a. Employers Liability Insurance limits of at least \$500,000, each accident, \$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease.
    - b. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
    - c. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
    - d. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
  - .5 **Environmental Impairment Liability (Pollution Insurance) (EIL)**
    - a. Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs) are required to maintain a minimum of \$2,000,000 per occurrence and \$2,000,000 Aggregate including products and completed operations EIL coverage. If a retroactive date is used, it shall pre-date the inception of the contract.
    - a. If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.
    - c. Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.
  - .6 **Owner's Protective Liability Insurance:** A separate policy of insurance naming the Owner, Architect and the Owner's Representative as the insured's. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence,

- and in the aggregate of two million dollars (\$2,000,000) for projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only, and Two Million Dollars (\$2,000,000) per Occurrence with a Four Million Dollar (\$4,000,000) Aggregate for projects greater than \$1,000,000 and/or work over 1 story (10 feet) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. The OCP Policy must be with a NYS licensed and admitted carrier. This coverage shall last for the duration of the contract.
- .7 Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, lightning, explosion, extended coverage perils, windstorm, hail an/or floor, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total completed value (all material and labor costs) of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insured's, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.
- .8 Testing Company Errors and Omission Insurance
- a. \$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES.
- .9 The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.

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

## **§ 11.1.6 MISCELLANEOUS PROVISIONS**

**§ 11.1.6.2** In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.

**§ 11.1.6.3** Each insurance certificate will have the following entities listed as "named insured" or "additional insured": Contractor, Owner (full name), Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.

**§ 11.1.6.4** Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

§ 11.1.6.5 Certificates shall be accompanied by a statement of any deductibles, self-insured retentions and exclusion in the policy, including endorsements affecting the coverage for additional insureds.

§ 11.1.6.6 The Contractor shall exhibit any and all policies within three (3) days if demanded by the Owner, Construction Manager or Architect.

§ 11.1.6.7 This insurance must be purchased from a New York State licensed, A.M. Best Rated "A-", "A", or "A+" carrier.

§ 11.1.6.8 A copy of the requirements for insurance set forth herein shall be forwarded by the Contractor to the Contractor's insurance carrier to ensure that required coverage is provided.

§ 11.1.6.9 Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.

## § 11.2 Owner's Insurance

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

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

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors,

Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.1.1** Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for losses and damages caused by perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment for loss or damage, the insurer will have no right of recovery against any of the parties named as insureds or additional insureds.

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

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

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

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.1.1** The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond.

§ 11.4.1.2 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.

§ 11.4.1.3 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.

§ 11.4.1.4 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.4.1.5 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

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

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

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

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

**§ 12.2.3.1** Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in Supreme Court.

**§ 13.1.2** The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

**§ 13.1.3** The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
  - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
  - b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

**§ 13.1.4** The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or 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.
2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
  3. There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
  4. The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

**§ 13.1.5** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after

- conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager timely notice of when and where tests and inspections are to be made so that the Construction Manager may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.



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

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

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

**§ 13.5 Interest**

Payments to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

**§ 13.6 TIME LIMITS ON CLAIMS**

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement and within the time period specified by applicable law.

**§13.7 EQUAL OPPORTUNITY**

**§13.7.1** The Contractor shall maintain policies of employment as follows:

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

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute

in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' notice to the Owner with a reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.

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

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise provision of the Contract Documents.
- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractors stated herein.

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

## **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

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

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

**§ 14.4.3** In the case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

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

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

#### **§ 15.1.3 Notice of Claims**

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

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

**§ 15.1.3.3** Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;

- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
  - a. general introduction;
  - b. general background discussion
  - c. issues
    - i. index of issues (listed numerically);
    - ii. for each issue:
      - (1) background
      - (2) chronology
      - (3) Contractor's position (reason for Owner's potential liability)
      - (4) supporting documentation of merit or entitlement
      - (5) supporting documentation of damages
      - (6) begin each issue on a new page
  - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
  - e. productivity exhibits (if appropriate); and
  - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

#### **§ 15.1.4 Continuing Contract Performance**

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

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

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

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. In the case of a continuing delay only one Claim is necessary.

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

**§ 15.1.6.3** Claims for increase in the Contract time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased in the Contract time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

**§ 15.1.6.4** The Contractor shall not be entitled to a separate increase in the Contract time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

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

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

**§15.1.8.1 Claims and Actions Thereon.** No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

**§15.1.8.2 No Estoppel.** Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

### **§ 15.2 Initial Decision**

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

**§ 15.2.2** The Initial Decision Maker will review Claims and within twenty one days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a

compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

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

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

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

§ 15.2.9 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder.

### § 15.3 Mediation

*(Paragraph deleted)*

§ 15.3.2 The parties endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of binding dispute resolution proceedings.

*(Paragraph deleted)*

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

### § 15.4 Arbitration

§ 15.4.1 The parties expressly agree to **delete** the requirement that any and all controversies and claims arising out of the contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is **no agreement** to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the contract documents."

*(Paragraphs deleted)*

**§ 15.5** The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the contract or performance of the work shall be commenced and maintained in Supreme Court.

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## SECTION 007343 - PREVAILING RATE OF WAGES

### PART 1 – GENERAL

- A. The labor on this contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly wages to be paid to employees on the work the rates shown on the attached schedules which shall be posted in a prominent and convenient place for the inspection of the Contractor's employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplementals to be paid to all laborers, workmen and mechanics employed on public works projects. The amount of supplementals listed on the enclosed schedule does not necessarily include all types of prevailing supplementals.
- B. The Contractor shall make provision for disability benefits, workman's compensation, unemployment insurance and social security, as required by law.
- C. Per the New York State Education Department's directive via the Office of Facilities Planning, the Contractor is responsible for obtaining copies of the prevailing wage schedule and all updates thereto, as well as the list of employers ineligible to bid on or be awarded public work contracts, directly from the Department of Labor's Bureau of Public Work's web site:
  - 1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>
    - a. Scroll down to Prevailing Wage Schedule.
    - b. Select the third link, "View of Previously Requested Prevailing Wage Schedule using PRC#"
    - c. Enter the PRC number: **2023013701**
    - d. Select Submit.
    - e. Select the first link "Wage Schedule" at the top right.
- D. In the event that the Contractor does not have internet access or is unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Works at (518) 485-1870.

END OF SECTION

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## Submittal Cover

### CSArch Submittal No.

PROJECT: Valley CSD 2023 Capital Improvement Project Valley Central School District	CONTRACT No.
	CONTRACT FOR:
CSARCH PROJECT No. 187-2302.01	CONTRACTOR:
	SUBCONTRACTOR:

SUBMITTAL INFORMATION					
<input type="checkbox"/> 1 <sup>ST</sup> Submission	Date:	<input type="checkbox"/> 1 <sup>st</sup> Resubmittal	Date:	<input type="checkbox"/> 2 <sup>nd</sup> Resubmittal	Date:
Description:					
Shop Drawing Title:					
Shop Drawing No.					
Contents:	<input type="checkbox"/> Product Data	<input type="checkbox"/> Samples	<input type="checkbox"/> Tests	<input type="checkbox"/> Schedules	
Manufacturer:					
SPEC SECTION:		Paragraph(s):		Drawing Number:	

CONTRACTOR'S APPROVAL		CSARCH REMARKS
Date:	By:	
<input type="checkbox"/> Submitted product has been reviewed for release to Architect/Engineer		
<input type="checkbox"/> Submitted product is as specified		
<input type="checkbox"/> Submitted product is equal to specific product		
Upon Approval, delivery lead time    days		
ARCHITECT'S ACTION:		
Date:	By:	
<input type="checkbox"/> No Exception Taken	<input type="checkbox"/> Make Corrections Needed	
<input type="checkbox"/> Rejected	<input type="checkbox"/> Revise & Resubmit	

<p>Reviewing is only for conformance with the Project's design concept and compliance with the information in the Contract Documents. The Contractor is responsible for quantities and dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the mean, methods, techniques, sequences &amp; procedures of construction; and for coordination of the Work of all trades. Any corrections on the submittal shall not be deemed an order for extra work.</p>	
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## Request for Information

### CSArch RFI No.

PROJECT: <b>Project Title</b>	DATE:
CSARCH PROJECT No. <b>XXX-XXXX</b>	CONTRACT No.
	CONTRACT FOR:
REVIEWED BY (Prior to presenting this RFI to the Project Architect)	
<input type="checkbox"/> Contractor:	<input type="checkbox"/> CSArch Construction Site Coordinator:
Date:	Date:
Contractor RFI No.	

REQUEST			
Subject/Title:			
Date Response Needed:			
Attachment:		Diagram No.	
Reference Drawing No.	Spec No.	Detail(s)/Paragraph(s):	
Question:			
By:		Date:	

RESPONSE	
Reference Attached	Sketch No.
Response:	
By:	Date:



## SECTION 011000 - SUMMARY

### PART 1 GENERAL

#### 1.1 PROJECT

- A. The Project consists of the construction of \_\_\_\_\_.

#### 1.2 CONTRACT DESCRIPTION

#### 1.3 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

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## SECTION 011400 - WORK RESTRICTIONS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Modified General Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for Project site work restrictions including, but not limited to, the following;
  - 1. Occupancy requirements.
  - 2. Use of premises.
  - 3. Area available for use.
  - 4. Travel not obstructed.
  - 5. Phasing.
  - 6. Uniform Safety Standards for School Construction and Maintenance Projects.
  - 7. Smoking policy.
  - 8. Product delivery, storage and handling.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary of Multiple Contracts" for additional work restriction requirements.

#### 1.3 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. The Owner will obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

#### 1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which the Work is indicated. No signs or advertising are allowed except as approved by Architect or as required by laws, regulations or the Prime Contractor's protection as persons and property.
  - 1. Limits: Prime Contractors shall comply with Owner occupancy, and phasing requirements.
    - a. Prime Contractors shall limit operations including storage of materials and prefabrication to areas within the Contract Limit Lines unless otherwise permitted by Owner's Project Representative at the Owner's option.
    - b. Prime Contractors shall limit use of the premises for Work and for storage, to allow for:
      - 1) Owner occupancy & use.
      - 2) Work by other Prime Contractors.
      - 3) Work by Owner.
- B. Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
  - 1. Keep all areas free from accumulation of waste material, rubbish or construction debris on daily basis.
  - 2. Prime Contractors shall provide temporary closures at all openings in outside walls to maintain weather protection and security as directed by Owner's Project Representative.
  - 3. Open fires are not permitted.
- C. Prime Contractors shall coordinate the use of premises with the Owner through Owner's Project Representative and shall move any stored products under Prime Contractor's control, including excavated material, which interfere with operations of the Owner or separate contractors, at no expense to Owner.
- D. Prime Contractors shall assume full responsibility for the protection and safekeeping of products under Contract, stored on the site and shall cooperate with the Owner's Project Representative to insure security for the Owner's property.
- E. Lockout Tagout Policy: Each Prime Contractor shall follow this policy in addition to requirements of regulating authorities. Prime Contractors shall not circumvent or complicate Lockout Tagout Policy.
  - 1. At progress meetings, each Prime Contractor shall indicate extent of their Work with Owner's Project Representative for the period up to the next progress meeting.

- a. Each Prime Contractor shall identify all valves, disconnect devices or other devices requiring manipulation or turn off/on to District's Superintendent of Buildings and Grounds.
  - b. District's maintenance personnel will manipulate devices per Superintendent's directive only.
  - c. District's maintenance personnel will use Lockout Tagout procedure on all valves, disconnect devices and other devices.
  - d. Devices not coordinated during progress meeting shall be coordinated through the Owner's Project Representative. Provide 48-hour notice of required action.
- F. Protection of Equipment Material: Each Prime Contractor shall assume full and complete responsibility for protection and safekeeping of products and equipment stored and install at Project.
- G. Areas of Special Protection
  - 1. Operations of the Contractor may not block, hinder, impede, or otherwise inhibit the safe and expeditious exiting of the building's occupants during an emergency.
  - 2. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor's work force will evacuate themselves from work areas and remain outside of work areas until the "all clear" is given. No work operations will be tolerated during the evacuation of the building or during an emergency.

#### 1.5 AREA AVAILABLE FOR USE

- A. Prime Contractors shall confine operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Prime Contractors for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Owner's Project representative.

#### 1.6 TRAVEL NOT OBSTRUCTED

- A. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - 1. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- B. Each Prime Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor wholly obstruct a traveled way, and shall provide plain, appropriately worded signs, adequate barricades and lighting announcing such obstruction at the nearest cross streets, and at each end of the obstructed portion, directing traffic to and along an approved detour.

#### 1.7 PHASING

- A. Prime Contractor shall assume full responsibility for Project Phasing requirements (See Exhibits A for Project Schedule & Phasing Plan). Coordinate with Owner's Project representative the following:
  - 1. Shut down of utilities.
  - 2. Deliveries.
  - 3. Change over of utilities.
  - 4. Painting prior to installation of equipment in areas not accessible after equipment installation.
  - 5. Inspection of systems and equipment prior to any Prime Contractor concealing items in walls, floors and ceilings.
  - 6. Testing and inspection agency requirements.
- B. Notify Owner's Project Representative of Construction Schedule modifications in writing at each progress meeting.

#### 1.8 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
- B. General Safety and Security Standards for Construction Projects:
  - 1. All construction material shall be stored in a safe and secure manner.
  - 2. Fences around construction supplies or debris shall be maintained.
  - 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
  - 4. During exterior renovation work, overhead protection shall be provided for any sidewalk or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
  - 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

- C. Separation of Construction Areas from Occupied Spaces: Construction areas that are under the control of a Contractor and therefore, not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board assemblies must be used in exit ways or other areas that required fire rated separation. Heavy-duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
1. A specific stairwell and/or elevator shall be assigned by the Construction Manager for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
  2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through hallways of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
  3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- D. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- E. Prime Contractors shall be responsible for control of chemical fumes, gases, and other contaminants produced by the work to ensure they do not enter occupied portions of the building or air intakes.
- F. Prime Contractors shall be responsible to ensure that activities and materials which result in off-gassing of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- G. Prime Contractors shall provide temporary partitions and / or systems as required to prevent the migration of airborne contaminants from unoccupied areas or the exterior work areas, into occupied areas during construction operations.
- H. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". The term "building" ,", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non- combustible construction. The isolated portion of the building must contain exits which do not pass through the occupied portion and the ventilation systems must be physically separated and sealed at the isolation barrier.

1. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

#### 1.9 SMOKING POLICY

- A. Use of tobacco at all Work sites, job office, parking lots and of Owner's property is prohibited. Use of tobacco may result in removal from Owner's property.
- B. This policy shall apply to all individuals entering a Work site or Owner's property including, but not limited to, part-time personnel, consultants, and employees of other companies or Prime Contractor's employees, sub-consultants, installers, etc., working on Project site.

#### 1.10 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers written instructions.
  1. Schedule delivery to minimize long-term storage at Project site and to prevent over crowdingovercrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instruction for handling, storing, unpacking, protecting, and installing.
  4. Prime Contractor shall inspect products on delivery to ensure correct products have been delivered and are in compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  5. Store materials in a manner that will not endanger Project structure.
  6. Store products to allow for inspection and measurement of quantity or counting of units.
  7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
  8. Comply with product manufacturer's written instruction for temperature, humidity, ventilation, and weather-protection requirements for storage.
  9. Protect stored products from damage.

#### PART 2 PART 2 – PRODUCTS (NOT USED)

PART 3 PART 3 – EXECUTION (NOT USED)

END OF SECTION

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## SECTION 011410 - NYSED 155.5 REGULATIONS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects, which are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

#### 1.3 REQUIREMENTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
  - 1. No smoking is allowed on public school property, including construction areas.
  - 2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
  - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project
- B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
  - 1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.

2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
- C. General Safety and Security Standards for Construction Projects:
1. All construction materials shall be stored in a safe and secure manner.
  2. Fences around construction supplies or debris shall be maintained.
  3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
  4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
  5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
- D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students, shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
  2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
  3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- E. The Architect will prepare phasing plans indicating exiting, required by the applicable building code, which shall be maintained during construction.

1. The Contractor shall submit plans, to be approved by the Architect, indicating temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period and meeting the requirements of the phasing plans.
  2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
  3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
- F. Prepare a plan detailing how adequate ventilation will be maintained during construction.
1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
  2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.
- G. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- H. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- I. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- J. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
- K. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

END OF SECTION

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## SECTION 012100 - ALLOWANCES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor.
- B. Types of allowances include the following:
  - 1. Contingency Allowances

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance cost proposal.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance cost proposal.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.5 ALLOWANCES

- A. Use the allowance only as directed by Architect for Owner's purposes and only by change documentation that indicate amounts to be charged against the allowance.

- B. Contractor's overhead, administrative expenses, project management, profit, and related costs for labor, products and equipment ordered by Owner under allowances are to be included within the allowance, and thereby included in the Contract Sum.
- C. Change Orders authorizing use of allowances will include all related Contractor's costs including but not limited to, procurement, installation, insurance, equipment rental, and similar costs as applicable to the specific allowance.

#### 1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowances, the Architect will prepare a Change Order reflective of approved costs, utilizing Unit Prices if applicable, that will result in Allowance Remaining, if any.
  - 1. Contractor shall include installation costs in purchase amount only where indicated as part of the proposal request.
  - 2. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
  - 3. At Project closeout, credit unused amounts remaining in the allowance to Owner by deductive credit Change Order.
- B. Contractor shall submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's work.
  - 1. Contractor shall not include Contractor's or subcontractors' indirect expense in the cost proposal amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.1 SCHEDULE OF ALLOWANCES:

- A. Contingency Allowances to include in the base bid allowances in the amount listed below for all scope:
  - 1. For Contract No. 1-01 – General and Abatement Construction (GAC):
    - a. Contingency Allowance No. **CA-GAC-1-01-001**: General and Abatement Construction Contingency Allowance for work at all buildings in the amount of \$50,000.00 lump sum.

2. For Contract No. 1-02 – Mechanical and Plumbing Construction (MPC):
  - a. Contingency Allowance No. **CA-MPC-1-02-001**: Mechanical and Plumbing Construction Contingency Allowance for work at all buildings in the amount of \$40,000.00 lump sum.
3. For Contract No. 1-03 – Electrical Construction (EC):
  - a. Contingency Allowance No. **CA-EC-1-03-001**: Electrical Construction Contingency Allowance for work at all buildings in the amount of \$35,000.00 lump sum.

END OF SECTION

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## SECTION 012200 - UNIT PRICES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

#### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit price shall be used when and if required by Owner through Architect for all additions and deletions to the Contract quantities and shall be inclusive of furnishing and installing all necessary material, plus costs for delivery, insurance, labor, overhead, profit, equipment, hoisting, scaffolding, trucking, handling, submissions, layout, permits, coordination, hangers, inserts, couplings, testing, delivery, supervision, etc. as per change orders, and shall remain installed in quantities and locations as approved by the Architect/Construction Manager.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included in the Bid Form. Specification Sections contain requirements for materials described under each unit price.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.1 LIST OF UNIT PRICES

- A. For Contract No. 1-01 – General and Abatement Construction (GAC):
  - 1. Unit Price No. **UP-GAC-1-01-001**: Provide metal stud framing, gypsum board installation (single sided, including taping, sanding, and painting), and batt insulation, in addition to what is scheduled in the Contract Documents (per square foot):
    - a. Provide Unit Price on Bid Form for respective Contract.
  - 2. Unit Price No. **UP-GAC-1-01-002**: Provide ceramic tile flooring removal and replacement including sub-floor preparation in addition to what is scheduled in the Contract Documents (per square foot):
    - a. Provide Unit Price on Bid Form for respective Contract.
  - 3. Unit Price No. **UP-GAC-1-01-003**: Provide abatement/removal of asbestos containing mudded pipe fittings including the setup and breakdown of required containment area and the replacement with new insulation as specified in addition to what is scheduled in the Contract Documents (per fitting):
    - a. Provide Unit Price on Bid Form for respective Contract.
  - 4. Unit Price No. **UP-GAC-1-01-004**: Provide abatement/removal of asbestos containing pipe insulation including the setup and breakdown of required containment area and the replacement with new insulation as specified in addition to what is scheduled in the Contract Documents (per linear foot):
    - a. Provide Unit Price on Bid Form for respective Contract.
- B. For Contract No. 1-02 – Mechanical and Plumbing Construction (MPC):
  - 1. None
- C. For Contract No. 1-03 – Electrical Construction (EC):
  - 1. None

END OF SECTION

## SECTION 012300 - ALTERNATES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether indicated as part of alternate or not.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 SCHEDULE OF ALTERNATES

1. For Contract No. 1-01 – General and Abatement Construction (GAC):
  - a. ADD Alternate No. **ALT-GAC-1-01-001**: For all General and Abatement Construction work at Walden Elementary School.
2. For Contract No. 1-02 – Mechanical and Plumbing Construction (MPC):
  - a. ADD Alternate No. **ALT-MPC-1-02-001**: For all Mechanical and Plumbing Construction work at Walden Elementary School.
3. For Contract No. 1-03 – Electrical Construction (EC):
  - a. ADD Alternate No. **ALT-EC-1-03-001**: For all Electrical Construction work at Walden Elementary School.

## END OF SECTION

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
  - 1. Provisions of this Section apply to the Work of each Prime Contract.
- B. Related Sections include the following:
  - 1. Division 1 Section "Project Forms" for example forms.
  - 2. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.
  - 3. Division 1 Section "Product Substitution Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA G710 Document, "Architect's Supplemental Instructions."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish data to substantiate quantities.
  - b. Indicate applicable, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Site Coordinator.
  1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish data to substantiate quantities.
  3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
  4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
  5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA G709 Document for Proposal Requests and Change Proposal Form Cover Sheet (See Special provision Exhibit E)..

#### 1.5 CONTINGENCY ALLOWANCES

- A. Prime Contractor's costs for material, equipment, delivery, unloading, storage, handling and installation, and labor shall be included in the value of the contingency allowance authorization.
- B. Overhead and profit values including the costs of bonds, insurance, administrative and supervision are part of the Base Bid, outside the value of the contingency allowance authorization.
- C. Contingency Allowance Adjustment: To adjust allowance amounts, base each Allowance Disbursement upon the written authorized amount of the Architect.
  1. Prepare explanation, documentation and itemization to substantiate distribution of costs claimed.

- a. Submit invoices and delivery slips to show actual quantities of materials delivered to Site for use in fulfillment of each allowance.
2. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measures, or counts.
- D. Form: Use Architect's Allowance Disbursement form per Division 1 Section "Project Forms".

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Architect, Owner and Contractor on AIA G701 Document Change Order form.
  1. All quotations shall be accompanied by a complete itemization of costs, including labor (type, quantity and unit cost per hour), materials (type, quantity and unit cost) and copies of written quotations from subcontractors and suppliers itemized in the same manner.
    - a. Overhead shall be deemed to include the cost of insurance, and similar contract requirements.
    - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
  2. The combined overhead and profit included in the total cost to the Owner shall be based on the schedule included in the General Conditions.
  3. Performance and Payment Bond Adjustments: Do not itemize increased bond premiums for each individual Change Order per General Conditions of the Contract, paragraph 11.4.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When Owner and Prime Contractor are not in agreement on terms of Proposal Request, the Architect may issue a Construction Change Directive on AIA G714 Document. The Construction Change Directive instructs Prime Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Prime Contractor Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. Upon completion of change, submit an itemized account and supporting data necessary, or as requested by Architect, to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 DEFINITIONS

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

#### 1.3 SCHEDULE OF VALUES

- A. Use the approved Schedule of Values form for each Application for Payment.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Submit Applications for Payment only after Schedule of Values have been approved.
- B. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.
  - 13. Performance and payment bonds.
  - 14. Data needed to acquire Owner's insurance.
  - 15. Initial settlement survey and damage report if required.

- C. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager as to the actual value of the Work, which will be completed by the end of the month and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- D. Payment Application Times: The date for each progress payment is the 30th day of each month.
  - 1. This date is a basis of cycle time, and shall be confirmed at the Pre-Construction Conference, based on the owner's requirements for processing Applications for Payment. The owner reserves the right to adjust this cycle if necessary, with payments executed net 30 days."
- E. Draft copies (pencil copies) shall be submitted to the Construction Manager, by the same day of the month, for the duration of the project. This day shall be established at the Pre-Construction Conference, based on the owner's requirements for processing Applications for Payment. This day may be modified from time to time to accommodate the owners schedule
  - 1. Reflect an accurate projection of Work that the Prime Contractor anticipates will be completed through the end of each month.
  - 2. Final copies, including review adjustments, shall be submitted to the Construction Manager by the 30th day of the month.
    - a. Provided that a fully executed and complete Application for Payment is submitted on the 30th day of each month, the Owner will receive requisitions by the 10th day of the next month.
- F. Payment Application Forms: Use approved Schedule of Values for as form for Application for Payment.
  - 1. Provide itemized data on the Continuation Sheet. Format, schedules, line items, and values shall be those of the approved Schedule of Values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data of the approved Schedule of Values.
  - 2. Provide updated Prime Contractor Construction Schedule with each application.
- H. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application in acceptable manner discussed with Architect.

- I. Certified Payrolls: With each Application for Payment, submit certified payrolls from the Prime Contractor's own forces and subcontractors for the construction period covered by the previous application.
- J. All substantiating data and attachments required by the Contract Documents shall accompany each Application for Payment upon submission in the form required by the Architect
- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
  - 5. An Affidavit of Payments to Subcontractors and Suppliers on a form approved by Architect.
    - a. Forms are for previous month's application and are to be submitted with every application through and including the latest pay period prior to the date of submittal of the application.
  - 6. When Architect requires additional substantiating data, Prime Contractor shall promptly submit suitable information with a cover letter.
- L. Monthly Application for Payment: Administrative actions and submittals for each monthly application for payment include the following:
  - 1. Change Orders: Submit only fully executed, including signatures by all parties, documenting approval.
- M. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- N. Final Payment Application: Submit final Application for Payment with executed releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
- O. Full and Final Payment will not be made until the following have been supplied, approved and accepted by the Owner and Architect.
1. The required number of copies of all written guarantees, warranties, bonds, operating and maintenance manuals, and test results.
  2. Documentation that all verbal and written instructions and training sessions required by the Contract has been completed.
  3. The required number of copies of all Project Record Documents ("as-built" drawings) has been received.
  4. All materials and equipment required as stock is delivered.
  5. Any other requirement of the Contract Documents which remains outstanding.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 012973 - SCHEDULE OF VALUES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the Schedule of Values.
- B. Provide summaries for all scheduled values as approved by the Architect.

#### 1.3 DEFINITIONS

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

#### 1.4 FORMS

- A. Use the following form:
  - 1. Schedule of Values: Provide an authentic licensed AIA document G703 – Continuation Sheet, 1992 edition.
  - 2. Schedule of Values cover sheet: Provide an authentic licensed AIA document G732 – Application and Certificate for Payment, as cover sheet, 2019 edition.

### PART 2 PRODUCTS (NOT USED)

#### 2.1 AIA DOCUMENTS

- A. Authentic AIA documents are available for download at the following web address:  
<https://documentsondemand.aia.org>

### PART 3 EXECUTION

#### 3.1 SCHEDULE OF VALUES

- A. Coordination: Each Prime Contract shall coordinate preparation of its Schedule of Values for its portion of the Construction Schedule and the Work.
  - 1. Correlate line items in the Schedule of Value with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Material/Equipment status report.
    - d. Contractor's Construction Schedule.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Section under Division 01, including, but not limited to, those indicated within Prime Contract scope under Division 01 Section 011250 "Summary of Work."
  - 1. Include and complete all header information on the Schedule of Values forms.
  - 2. Provide a breakdown of the Contract Sum in enough detail and as follows to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate and as indicated.
    - 1) Example: Structural steel, that will have separate lines items for; Anchor Bolts, Leveling Plates, Columns & Beams, Engineered Joists, Roof or Floor Deck, etc.
    - 2) Example: UG Domestic or Storm Water system, that will have separate lines for; Pipe, Fittings, Structures, Frames and Grates, Thrust blocks, Hydrants, etc.
  - 3. Each element, including individual Alternates, shall be broken down into separate labor and material sub-items.
  - 4. Amounts shall be rounded to the nearest whole dollar; total shall equal the Contract Sum.
    - 1) Total costs shall include respective overhead and profit.
    - 2) Percentage of total Contract Sum shall equal 100 percent.
  - 5. Provide multiple line-items for principal subcontract amounts, where appropriate and as indicated.
    - 1) Where line-items are subcontracted or materials furnished by a major material vendor, include such entities' proper name in italics, parenthesis, or other unique identification method, as required by the Architect.
    - 2) Subcontracted line items may remain lump sum, however only invoicing for installed Work will be allowed. Invoicing for Stored Materials will be rejected.
  - 6. Schedule a separate lump sum line-item in Schedule of Values for each part of the work related to General Requirements for the entire Contract as follows, or as otherwise agreed upon with CSArch:
    - a. Performance and Payment Bonds (provide documentation).

- b. Mobilization: No greater than .5% of Contract sum.
  - c. Demobilization: No less than .25% of Contract sum.
  - d. Temporary facilities: No less than .5% of Contract sum.
  - e. Field supervision (Superintendent): No less than .75% of Contract sum.
  - f. Submittals & Shop Drawings: No less than .75% of Contract sum.
  - g. Coordination Drawings (New constr. bldg. areas): .5% of New subtotal(s).
  - h. Project management/Meeting attendance: No less than .5% of Contract sum.
  - i. Survey/Layout: (New constr. bldg. areas): .25% of New subtotal(s).
  - j. Survey/Layout: (Site work): No greater than .25% of Contract sum.
  - k. Clean-up: No less than .5% of Contract sum.
  - l. Punch list: No less than .75% of Contract sum (or prorated per building to = .75%).
  - m. Testing/Balancing: No less than .5% of Contract sum (as applicable).
  - n. Systems Commissioning: No less than .5% of Contract sum (as applicable).
  - o. Allowances: Provide a separate line-item for each Allowance.
  - p. Alternates: Provide a separate line item for each Alternate (if applicable)
  - q. Unit Prices: Itemize each unit price for the Prime Contract (if applicable)
  - r. Change Orders: On separate G703 sheet, add each Change Order for the Prime Contract, as cumulatively issued/approved through duration of project.
7. After review by the Architect, revise and resubmit Schedule of Values if required by the Architect as many times as required until approval by the Architect is received.
- C. Schedule of Value Times:
- 1. Within three (3) days of receipt of bids, the apparent low bidder shall submit to the Architect, a DRAFT Schedule of Values (cost breakdown), illustrating that the Work of the Contract is adequately accounted for in the Bid.
  - 2. Within ten (10) days of Notice to Proceed, or prior to the Pre-construction conference (whichever occurs first), each Prime Contract shall submit to the Architect, a fully outlined and detailed Schedule of Values in required format.
    - 1) Based on the Architect's approval, revise and resubmit the final approved Schedule of Values on AIA Docs. G702 and G703 at least ten (10) days prior to the first application for payment.
    - 2) General Requirements shall be prorated for the duration of the Work with an equal percent invoiced monthly, unless otherwise agreed upon in advance by CSArch.
  - 3. First Application for Payment will not be approved until the Architect approves Schedule of Value format.
  - 4. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

END OF SECTION



## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Interpretation (RFIs).
  - 5. Special Reports.
  - 6. General Coordination Provision.
- B. Each Prime Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

#### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.
- B. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
  - 1. Coordination Drawings may include components previously shown in detail on Shop Drawings or Product Data.

#### 1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Project meeting attendance shall facilitate open communications. Attendance of contractors representatives being a requirement.

2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  3. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  4. Make adequate provisions to accommodate items scheduled for later installation.
  5. Where availability of space is limited, each Prime Contractor shall coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
  2. Each Prime contractor shall prepare and distribute a Two Week Look Ahead Schedule. The Two Week Look Ahead Schedule shall be updated and distributed weekly at the coordination meeting.
- C. Administrative Procedures: Each Prime Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Prime contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
  9. Processing of coordination drawings.
  10. Daily cleaning and protection.
- D. Conservation: Each Prime Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Provide for material and waste recycling methods.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 SPECIAL REPORTS

- A. General: Submit special reports to Owner within one day of an occurrence. Submit a copy of report to Architect and other entities affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual or significant nature occurs at Site, Prime Contractor shall prepare and submit a special report. The report shall list data, observations of chain of events, persons affected, and participating response by Prime Contractor's personnel and similar pertinent information.
  - 1. Advise the Owner in advance when such events are known or predictable.

## 1.6 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  - 2. Sheet Size: Coordination Drawings shall be generated on sheets 30 by 42 inches.
  - 3. Number of Copies: Submit two opaque copies of each submittal. Architect, will return one copy.
    - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
  - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
  - 5. Coordination Drawing Sequence:
    - a. GC shall prepare the base sheet for the coordination drawing.
      - 1) Show all structural steel on the coordination drawing.
      - 2) Show all walls on Coordination drawings.
      - 3) Show all doors and windows on the Coordination Drawings.
      - 4) Upon completion of the coordination drawings by the GC, the GC will give the finished base drawings to the MC for their use.

- b. MC shall prepare coordination drawings on the base sheets furnished by the GC.
  - 1) Show all openings on the coordination drawing.
  - 2) Show all sleeve sizes and locations on Coordination drawings.
  - 3) Show all ductwork openings and openings larger than 2 inches diameter on the Coordination Drawings.
  - 4) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
  - 5) MC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.
  - 6) Upon completion of the coordination drawings by the MC, the MC will give the finished base drawings to the PC for their use.
- c. PC shall prepare coordination drawings on the base sheets furnished by the MC.
  - 1) Show all openings on the coordination drawing.
  - 2) Show all sleeve sizes and locations on Coordination drawings.
  - 3) Show all openings larger than 2 inches diameter on the Coordination Drawings.
  - 4) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
  - 5) PC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.
  - 6) Upon completion of the coordination drawings by the PC, the PC will give the finished base drawings to the EC for their use.
- d. EC shall prepare coordination drawings on the base sheets furnished by the PC.
  - 1) Show all openings on the coordination drawing.
  - 2) Show all sleeve sizes and locations on Coordination drawings.
  - 3) Show all openings larger than 2 inches diameter on the Coordination Drawings.
  - 4) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
  - 5) EC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.

- 6) Upon completion of the coordination drawings by the EC, the EC will submit the Coordination Drawings to the Architect for review and comment to all Prime Contracts. When the coordination drawings are approved, the architect will send a copy to all of the Prime Contracts.
      - e. All Prime Contracts shall install Work in accordance with approved Coordination Drawings at no additional cost to the Owner. No additional compensation will be made for extra offsets and conduit or retrofit work due to improper component location, or lack of Prime Contractor(s)' coordination.
      - f. The GC shall provide Coordination Drawings to MC, PC and EC Contracts indicating all details for the installation of all Plumbing, HVAC, and Electrical components for equipment furnished under the each Prime Contract and connected by the PC, MC and EC.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
  2. Submit list to Construction Site Coordinator.

#### 1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  1. Include special personnel required for coordination of operations with other contractors.
- B. Supervision: Each Prime Contractor's project manager and field superintendent throughout project duration shall have five years experience minimum in the proposed position.
  1. Two years minimum of the five years experience for position shall be with Prime Contractor's firm.
  2. Asbestos Abatement: Additionally field superintendent shall meet requirements of OSHA 1926.1101 "Competent Person," have one year of on-the-job training minimum, and hold certification as an Asbestos Project Supervisor.
- C. Should the project managers or superintendents prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project.
  1. Action must be made by Prime Contractor within seven working days of receipt of such letter.

- D. Staff Names: At Preconstruction Conference each Prime Contractor shall submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities. List businesses addresses and telephone numbers, including business office, field office, cellular, and facsimile.
  - 1. Post copies in Project meeting room, each temporary field office and at each temporary telephone.
- E. Provide corresponding identification badge number for each staff listed.

## 1.8 PROJECT MEETINGS

- A. General: Construction Manager shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, Construction Manager and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Architect AND Construction Manager will conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; each Prime Contractor and its superintendent; major subcontractors; manufacturer's suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Introduction and sign in of attendees.
    - b. Each Prime Contractor shall submit the:
      - 1) Tentative construction schedule.
      - 2) Staff names.
      - 3) Preliminary submittal schedule.
      - 4) Labor rate sheets; provide for each trade classification of Prime Contract workforce on form per Division 00 Section, "Project Forms".
    - c. Critical work sequencing and long-lead items.

- d. Designation of key personnel and their duties.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Architect to provide overview of projected construction milestone schedule, phasing requirements and schedules.
  - l. Labor Wage Rates
  - m. Preparation of Record Documents.
  - n. Use of the premises and existing building.
  - o. Work restrictions.
  - p. Identification badges.
  - q. Daily Cleaning Procedures.
  - r. Owner's occupancy requirements.
  - s. Responsibility for temporary facilities and controls.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Field office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
  - aa. Working hours.
3. Minutes: Construction Manager will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Prime Contractor, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Construction Site Coordinator of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.

- g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Conformance with Architect's project schedule.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements and manufacturer's inspection notification.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Construction Manager to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Architect shall initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests. Meetings will be held weekly, as determined by the Construction Manager if, construction sequencing is critical or if construction fall behind schedule.
- 1. Attendees: In addition to representatives of Owner, Construction Site Coordinator and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.



- a. Prime Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule.  
Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - 1) Construction Schedule Updating: Prime Contractors to revise construction schedule after each meeting when revisions have been recognized or made. Forward the updated construction schedule to Architect within 2 working days of the progress meeting.
    - a) Conflicts: Each Prime Contractor is to review the approved schedules of other Prime Contractors and attempt to resolve together, any conflicts.
    - b) Delay of Work Claims: Document in updated construction schedules overdue milestone or event dates due to other Prime Contractors non-compliance with Architect's project schedule.
    - c) Reporting: Provide in writing any unresolved conflicts with other Prime Contractors that may affect or delay overall project goals within 24 hours of occurrence to Architect.
- b. Review present and future needs of each entity present, including the following:
  - Architect
    - 1) Identify present problems and necessary resolutions.
    - 2) Status of submittals.
    - 3) Field observations.
    - 4) RFIs.
    - 5) Status of proposal requests.
    - 6) Pending changes.
    - 7) Status of Change Orders.
    - 8) Pending claims and disputes.
    - 9) Documentation of information for payment requests.
  - Construction Manager.
    - 10) Deliveries.
    - 11) Access.
    - 12) Site utilization.
    - 13) Temporary facilities and controls.
    - 14) Work hours.
    - 15) Progress cleaning.
    - 16) Quality and work standards.
  - Prime Contractor

- 17) Interface requirements and compatible product issues of products and construction methods within place products of other Prime Contractors.
    - 18) Sequence of operations.
    - 19) Status of submittals.
    - 20) Off-site fabrication.
    - 21) Temporary facilities and controls.
    - 22) Hazards and risks.
    - 23) Status of correction of deficient items.
  3. Minutes: Construction Manager will Record the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule monthly where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  1. Attendees: In addition to representatives of Owner, Construction Site Coordinator and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.

- 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.9 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with the Prime Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following on this projects form:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Architect.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
  1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with the same content and layout as indicated above.
  1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's and Construction Manager Action: Architect and Construction Site Coordinator will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 3:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Site Coordinator in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's and Construction Manager, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Site Coordinator within seven days if Contractor disagrees with response.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require Installer of each major component to inspect both substrate and conditions under which Work is to be performed. Correct unsatisfactory conditions prior to proceeding.
- B. Coordinate temporary enclosures with required inspection and tests to minimize the necessity of uncovering completed construction for that purpose.

### 3.2 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
  - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Prime Contractor shall examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations and submit to Architect.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Date of examination.
    - b. Description of the Work.
    - c. List of detrimental conditions, including substrates.
    - d. List of unacceptable installation tolerances.
      - 1) Verify Specification Section for responsibility of corrective measures.
    - e. Recommended correction of those not part of Work as detailed in Specification Section.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual location of connection before equipment and fixture installation.

### 3.3 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with Architect and authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Construction Site Coordinator in advance of proposed utility interruptions.
    - a. Submit shutdown request form to Construction Site Coordinator for written permission and authorization.
  - 2. Do not proceed with utility interruptions without written permission and authorization.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Prime Contractor to verify fabrication schedule coincides with Architect's construction schedule to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.4 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, immediately notify Architect.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey part member and types of instruments and tapes used. Make the log available for reference by Architect.

END OF SECTION

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## SECTION 013150 - SAFETY AND HEALTH

### PART 1 GENERAL

#### 1.1 SAFETY AND HEALTH REGULATIONS

##### A. Site Safety Plan

1. The Owner expects the full cooperation of all contractors, regardless of tier, monitoring, supervision, and enforcing the project safety and fire prevention program, including requirements by the Owner.
2. The safety of the Contractor and subcontractors, and their representatives, agents, employees and invitees, while on the Work site, or of any other person who enters upon the Work site with the consent of Contractor, subcontractors or the representatives, agents, employees or invitees of any of them for reasons relating to the Contract, shall be the sole responsibility of Contractor. Contractor shall at all times maintain good order among its employees and shall not employ, for purposes of the Contract, any person unfit or not skilled in the Work assigned.
3. Contractor shall, at all times during the performance of the Contract, take all measures and precautions to (i) protect the property of the Owner and others, and (ii) prevent injury, illness or death to any person. Such measures and precaution shall include, but shall not be limited to, all safeguards and warnings necessary (i) to protect all persons against any condition, including exposure to health hazard, on the Work site which could be dangerous and (ii) to prevent accidents of any kind whenever the Work is being performed, particularly where the Work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Contractor, its subcontractors, Owner, or other persons.
4. Contractor shall promptly comply and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall promptly comply with any and all of Owner's requirements, if any, to initiate corrective action for deficiencies regarding (i) the prevention of accidents or fires or (ii) the elimination of accident hazards, fire hazards or unsafe practices.

5. Contractors shall comply, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall comply with all federal, state and local safety, health and environmental laws, rules, regulations, ordinances, orders, decrees, decisions, restrictions and permits and licenses including, but not limited to, the Occupational Safety and Health Act, 29 U.S.C. § 651 et. seq.; as they have been or will be amended from time to time, and the regulations implementing such statutes; any similar state and local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.
6. Contractor shall comply, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representative, agents employees and invitees shall comply, with such regulations, policies and procedures as Owner may from time to time establish.
7. Contractor shall not introduce, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall not introduce, onto the Work site any Hazardous Substance without Owner's prior written approval. "Hazardous Substance(s)" means (i) any substance, material, chemical or waste which is or shall be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or (ii) any petroleum products, or (iii) any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reactions or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.
  - a. "Applicable Environmental Law" means any and all laws concerning the protection of human health and the environment which include, but shall not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state and local laws and ordinances concerning the protection of human health and the environment and the regulates implementing such statutes.

B. Safety Program

1. Contractors to be responsible for maintaining a safe job. This will be insured by the following means:

- a. **All construction employees shall wear a hard hat and safety glasses at all times.** Other safety protection shall be as dictated by the work. Each contractor shall keep spares of each in their site trailer or gang box for new employees and replacement.
- b. **All workers are required to wear green fluorescent safety vests** for increased awareness/visibility at all times while working on site. Each contractor shall keep spares in their site trailer or gang box for new employees and replacement.
- c. A bi-weekly jobsite safety meeting will be conducted on the job site by the contractors. Construction Manager may attend to assist with overall project coordination. Contractors and their subcontractors working on the project will be required to have responsible representation attend these meetings. At these meetings, observations regarding safety of the project will be discussed with recommendations and follow-up for corrections given. Also, contractors shall advise of the forthcoming operations that could create new hazards. There will be a 24-hour limitation imposed on correction of safety violations (immediately on critical hazard).
- d. In accordance with OSHA and CAP requests, each contractor will hold weekly "Tool Box" meetings with jobsite personnel to discuss safety. Minutes of each (handwritten) of these meetings shall be turned in weekly with the hazmat log to the Construction Manager
- e. All Contractors and (including delivery drivers) persons employed on the job site are required to wear a hard hat and eye protection as a condition of employment. There are no exceptions to this rule. Contractors will provide his workers with all necessary personal protective equipment and tools and enforce the use of same.
- f. Any visitors to the job site are required to check in with Superintendent in advance (must receive access approval), and sign a release form if approved.
- g. Aluminum or steel ladders are not allowed on this project (electrical conductors).
- h. Steel erectors and metal deck installers are required to utilize 100% positive fall protection at all times.
- i. **There is a 6'-0" positive fall protection rule for all work on this project.** The use of guard rail, safety harness with a personal protection device, or safety net **whenever ANYONE** is working at or above 6'-0" is required except as follows:
  - 1) Use of a trained full time safety monitor if other positive means are deemed to be infeasible by the employer and agree upon by Superintendent for roof and leading edge work,

- 2) During scaffold erection and dismantling the designated competent person overseeing the operation shall determine the feasibility of positive fall protection. If it is deemed that positive is infeasible, the competent person shall put a fall protection plan in writing which meets the Federal OSHA requirements found in Subpart L section 1926.451(g) and submit to Superintendent for review prior to commencing the operation.
  - 3) The 6'-0" fall policy does not apply to moving up and down ladders. However, when working from ladders, and an individual's work requires him/her to lean out over the side rails of the ladder, positive fall protection utilization is mandatory.
- j. The contractor is expected to have a scheduled maintenance program for all tools and equipment.
  - k. Contractors are responsible to remove and replace in original positions barricades, railings, covers, etc., in accordance with subpart M, OSHA 1926.500. The unguarded opening(s) shall be manned until the barricade is replaced. During discontinuous or intermittent work operation, safety protection is to be replaced immediately. If not promptly replaced, replacement will be by others at the removing contractor's expense.
  - l. All electrically operated tools and equipment must be properly grounded with the exception of approved insulated types.
  - m. Only low velocity powder actuated tools can be used. All personnel must be certified when using powder activated tools and laser devices. All use of these tools must be approved and be logged in with the Construction Manager Superintendent prior to their usage, as well as, posting all proper signage.
  - n. All compressed gas cylinders must be properly handled. They must always be in the upright position and properly secured when stored. Cylinders are to be separated by a minimum of 15 feet. All oxygen and acetylene cylinders in use should be secured on a special carrier with a fire extinguisher.
  - o. All shanties and trailers must be supplied with a current 20# ABC fire extinguisher, an OSHA approved first aid kit and a copy of the OSHA Construction Standards. A prominent sign is required at the extinguishers location. If gang boxes are used instead of a shanty, the gang box shall contain the above.
  - p. Take all necessary precautions to avoid fires. Provide fire watches when welding or burning operations are in progress.
  - q. Construction Manager is to be notified immediately of any accident on site. Contractors shall provide accident reports to Construction Manager no later than (3) working days after an accident occurs.

- r. All project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts, tank tops or sneakers shall be permitted.
- s. Each Contractor is responsible for all his subcontractors and suppliers safety compliance, regardless of tier, with the contractor's project safety program, and all Federal, State and Local Codes and Regulations.
- t. Each Contractor shall have at least one (1) qualified first aid person and competent person on the Project at all times. The name of this person and date of certification shall be submitted to Project Superintendent at the start of his work and any change shall be noted on the weekly Tool Box Talk Minutes.
- u. Alcoholic beverages or illegal drugs are not permitted on this Project.
- v. Walkman type radios with earphones are not permitted on this Project. Loud radio playing is a potential hazard, disrupting to building occupants and is not permitted.
- w. No Contractor shall permit their employees to use another contractor's scaffold without written permission from the owner of the scaffold. All scaffolds shall be checked daily and before each use for safety compliance. No scaffold shall be left at any time in an unsafe condition and shall be removed immediately if not to be used again.
- x. All extension cords, cables and hoses shall be maintained at least 6 feet 6 inches above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use until repaired.
- y. All temporary electrical installations and all extension cords shall conform to the latest OSHA Construction Standards.
- z. No material shall be stored within 6 feet of a floor opening of the building. For assistance with storage locations, contact the Project Superintendent.
- aa. All equipment, materials and debris shall be secured at all times, or removed immediately to grade level until the building is enclosed, to prevent wind blown objects.
- bb. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers.
- cc. In accordance with the provisions of the HAZARD COMMUNICATION STANDARD 29 CFR-1926, Material and Safety Data Sheets for any chemical/substance along with any additional information, safety data or supplemental material safety data sheets available now or in the future are required to be submitted to Construction Manager prior to material deliveries to the site.

- 1) Failure to comply with the agreement may result in Construction Manager receiving a citation from the Occupational Safety and Health Administration (OSHA), for violation of the Hazard Communication Standard. The contractor shall be responsible for all costs to Construction Manager for such citations issued in connection with the contractor's material.
- 2) The contractor shall be responsible for, but not limited to, the following conditions as it relates to the Hazards Communications Act:
  - a) Set up and conduct a program for its employees at each jobsite.
  - b) Attend (mandatory) Monthly Safety meeting each jobsite for exchange of information.
  - c) Maintain an updated chemical inventory sheet an MSDS's, which must be coordinated and shared with Construction Manager and all other subcontractors at the jobsite. Contractors shall turn these in with copies of their Tool Box Talks.
  - d) Each contractor is responsible for maintaining an updated file for this jobsite for all hazards that may be encountered on the job.
  - e) Each contractor is responsible for labeling and identifying materials (per OSHA requirements) used by him and sharing this information with all other contractors and subcontractors at the jobsite.
  - f) Training and documentation of training in hazard communications is the responsibility of each contractor.
  - g) Each contractor is responsible to coordinate with Field Superintendent in satisfying all OSHA requirements.
  - h) All documentation of respiratory "Fit Test", medical records,etc., shall be submitted prior to any work shall be performed requiring such protection.

END OF SECTION

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittal Schedule.
  - 4. Daily construction reports.
  - 5. Material/equipment status reports.
  - 6. Field condition reports.
  - 7. Special reports.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit 4 copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Architect's Construction Site Coordinator's final release or approval.
- C. Preliminary Construction Schedule: Submit three opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. Daily Construction Reports: Submit one copy at no less than weekly intervals.
- F. Material/Equipment Status Reports: Submit two copies at bi-weekly intervals.



- G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- H. Special Reports: Submit two copies at time of unusual event.
- I. Two Week Look Ahead Schedule: submit one copy weekly at the project coordination meeting.

## 1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review schedule for work of Owner's separate contracts.
  - 6. Review time required for review of submittals and resubmittals.
  - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 8. Review time required for completion and startup procedures.
  - 9. Review and finalize list of construction activities to be included in schedule.
  - 10. Review submittal requirements and procedures.
  - 11. Review procedures for updating schedule.

## 1.6 COORDINATION

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

## PART 2 PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Site Coordinator's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.

e. Substantial Completion.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  - 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
  - 2. Contractor shall assign cost to construction activities on the Construction Schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
  - 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial Completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Material Location Reports: At bi-weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Site Coordinator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect[ and Construction Manager] and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's and Construction Manager's Architect's[ and Construction Manager's] final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.



- a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
  - b. Digital Drawing Software Program: The Contract Drawings are available in DWG, Version Autocad 2007 – 2020, whatever version is requested<sup>13</sup>.
  - c. Contractor shall execute a data licensing agreement in the form of AIA C106 Digital Data Licensing Agreement.
  - d. The following digital data files will be furnished for each appropriate discipline:
    - 1) Floor plans.
    - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier (AT for ATREC / TC for Transportation Center) and Specification Section number followed by a decimal point and then a sequential number (e.g., ATLNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., ATLNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
  4. Transmittal Form for Electronic Submittals: Use form bound in the Project Manual.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Building acronym.
    - b. Number and title of appropriate Specification Section and submittal number..
    - c. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Through Project on-Line Management host.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Post electronic submittals as PDF electronic files directly to Project On-Line Management site specifically established for Project.
    - a. All submittals from Contractor are to be reviewed for compliance by the Construction Manager who will release for review to Architect.
    - b. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
    5. Submit Product Data before or concurrent with Samples.
    6. Submit Product Data in the following format:
      - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data." One Bound Manual and Electronic Manual required.
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit [digitally signed PDF electronic file] [and] [three] paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S[ AND CONSTRUCTION MANAGER'S] ACTION

- A. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.] [action, as follows:]
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION



## SECTION 014000 - QUALITY REQUIREMENTS

### QUALITY REQUIREMENTS

#### PART 1 GENERAL

##### 2.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 2.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
  - 1. Quality Control requirements include inspections, tests, and related actions including reports performed by Prime Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Owner's Project Representative or Architect.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Prime Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Prime Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Prime Contractor to provide quality-control services required by Architect or Owner, or provisions of this Section do not limit authorities having jurisdiction. Testing Agency services provided by Prime Contractor:
    - a. All Prime Contracts: Verify all Specification Sections for requirements in addition to the following:
      - 1) Testing done for the convenience of the Prime Contractor.
      - 2) Testing related to remedial operations or possible defects.

##### 2.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
  - 1. Field Samples: Full size physical examples erected in-place to illustrate construction systems, finishes, coatings or finish materials.
  - 2. Mockups: Full size assemblies for review of construction, coordination, located on site as directed to illustrate aesthetic qualities of finish materials.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
  - 1. Testing Agency services are solely on assurance that contract provisions are met.
    - a. Owner's Project Representative's approval of agency required prior to proceeding with work.

## 2.4 RESPONSIBILITIES

- A. Prime Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, each Prime Contractor shall provide inspection, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
  - 1. Where indicated Sections specifically indicate that certain inspections, tests and other quality-control services are Prime Contractor's responsibility, Prime Contractor shall employ and pay a qualified independent testing agency to perform quality-control services.
  - 2. Where individual sections specifically indicate that certain inspections, tests and other quality-control services are the Owner's responsibility, The Owner will employ and pay a qualified independent testing agency to perform those services.
    - a. Where the Owner has engaged a testing agency and Prime Contractor is also required to engage an entity for the same or related element, Prime Contractor shall not employ the entity engaged by Owner, unless agreed to in writing by the Owner.
- B. Retesting: Prime Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Documents requirements, regardless of whether the original test was Prime Contractor's responsibility.

1. Cost of retesting construction, revised or replaced by Prime Contractor, is Prime Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
  1. Provide access to the Work.
  2. Furnish incidental labor and facilities necessary to facilitate inspection and tests.
  3. Ladders.
  4. Provide facilities for storage and curing of test samples.
  5. Delivery of samples to testing laboratories.
  6. Provide design mix documentation.
  7. Provide security and protection of samples and test equipment at the Project site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling and testing of materials and construction specified in individual sections shall cooperate with Owner's Project Representative and Prime Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
  1. The Agency shall notify Owner's Project Representative, Architect and Prime Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. The Agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. The Agency shall not perform any duties of Prime Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
  1. Each Prime Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities through Site Coordinator.

## 2.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Responsible party for services, shall submit as indicated a certified written report, of each inspection, test or similar service.
  1. Submit additional copies of certified written report directly to governing authority, when so directed or requested.

- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
- D. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Ambient conditions at time of sample taking and testing and inspecting.
  - 11. Name and signature of laboratory inspector.
  - 12. Recommendations on retesting and re-inspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
  - 1. Submit copies of results to Architect, through Owner's Project Representative, with 10 days of performed task, inspection or both.

## 2.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a documented record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E329, and that specializes in types of tests and inspections to be performed.
  - 1. Each independent inspection and testing agency engaged shall be authorized by jurisdiction to operate in the State where Project is located.
- F. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner's Project Representative.
    - a. Construct mockups complete, including work of all trades required in finished Work.
  - 2. Notify Owner's Project Representative 7 days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's and Owner's approval of mockups before starting work, fabrication, or construction.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

## 2.7 QUALITY CONTROL

- A. Prime Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. If any portion of the work shows low-test results, evidence of detrimental placing or curing conditions, the Owner may require additional testing, compaction core samples or re-welding at the Prime Contractor's expense. In no case shall the inspector prescribe the method of repair of the defect.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Submit a certified written report, in triplicate, of each quality-control service.

4. Testing and inspecting requested by Prime Contractor and not required by the Contract Documents are Prime Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  6. Furnish to the Laboratory such samples of materials as may be necessary for testing purposes.
  7. Furnish such casual labor, equipment and facilities as is necessary to obtain and handle samples at the project.
  8. Provide and maintain, for the sole use of the Testing Agency, adequate facilities for safe storage and proper curing of concrete test cylinders on the project site for the first 24 hours as required by ASTM C31/C31M.
  9. Maintain records at the project site showing the date and extent of each concrete placement.
  10. Provide safe access to items to be tested. This includes sheeting and ladders for deep excavation; scaffolding and ladders for inspection and testing of superstructure items.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as indicated.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Prime Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 4.1 QUALITY CONTROL

- A. The Contractor shall obtain a testing laboratory to perform the following tests and inspections:
1. Select Fill and Compaction.
    - a. Sieve analysis of proposed backfill material.
    - b. Optimum moisture – maximum density curve for each soil used for backfill in accordance with ASTM D1557, Method A.

- c. Tests of actual in-place density for each strata placed in accordance with ASTM D1556/D1556M , or ASTM D2167 or ASTM D2922.
- 2. Concrete.
  - a. Tests of proposed aggregates for conformance with ASTM C33/C33M.
  - b. Compressive Strength Tests: ASTM C39/C39M. One set of 3 cylinders for each 50 cubic yards, or fraction thereof, place in one day. One specimen tested at 7 days and 2 specimens tested at 28 days.
  - c. Slump Tests: ASTM C143/C143M . One test for each set of compressive strength test specimens.
  - d. Air Content Tests: ASTM C173/C173M . One for every other load at point of discharge, or when required by an indication of change.
  - e. Temperature: Note temperature of each load of concrete at point of discharge. Note air temperatures during placing period.

#### 4.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching as approved by Architect.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Prime Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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## SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BC-NYS).

#### 1.2 DEFINITIONS

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

#### 1.3 QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in the state of New York who is accepted by the Registered Design Professional (RDP) and by the Code Enforcement Official.

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

#### 1.4 SUBMITTALS

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

#### 1.5 PAYMENT

- A. The Owner will engage and pay for the services of the Special Inspector and Testing/Inspecting Agency.
- B. If any materials which require Special Inspections are fabricated in a plant which is not located within 200 miles of the Project site, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing/Inspecting Agency.

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

#### 1.6 OWNER RESPONSIBILITIES

- A. The Owner will provide the Special Inspector with a complete set of Contract Documents, sealed by the Registered Design Professional, and approved by the Code Enforcement Official.

#### 1.7 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.
- B. The Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency, as indicated in the Schedule of Special Inspections, at least 48 hours in advance of a required inspection or test.
- C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and storage and curing of test samples.
- D. The Contractor shall keep at the Project site the latest set of Construction Drawings, field sketches, accepted shop drawings, and Specifications for field use by the Inspectors and Testing Technicians.
- E. The Special Inspection program shall in no way relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- F. The Contractor shall be solely responsible for construction site safety.

#### 1.8 LIMITS ON AUTHORITY

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

## 1.9 STATEMENT OF SPECIAL INSPECTIONS

- A. The Statement of Special Inspections, including the Schedule of Special Inspections, has been prepared by the Registered Design Professional.
- B. The Special Inspector shall provide and/or coordinate inspection and testing requirements as necessary in accordance with the provisions of Chapter 17 of the Building Code of New York State, these specifications, and the Statement of Special Inspections.
- C. Required inspections and tests are described in the Schedule of Special Inspections (included on the Drawings) and in the attached individual specification sections for the items to be inspected or tested.
- D. The Statement of Special Inspections shall be submitted with the Application for Building Permit.

## 1.10 RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each test or inspection. Reports shall include:
  - 1. Date of test or inspection.
  - 2. Name of Testing Agency or Inspecting Agency.
  - 3. Name of technician or inspector.
  - 4. Location of specific areas tested or inspected.
  - 5. Description of test or inspection and results.
  - 6. Reference applicable ASTM Standard.
  - 7. Weather conditions.
- B. The Testing/Inspecting Agency shall immediately notify the Contractor, Special Inspector, and the Registered Design Professional by telephone or fax of any test results which fail to comply with the requirements of the Contract Documents.
- C. The Special Inspector shall immediately notify the Contractor of any discrepancies from the Contract Documents found during a Special Inspection. If the discrepancies are not corrected, the Special Inspector shall notify the Registered Design Professional and Code Enforcement Official.
- D. The Testing/Inspecting Agency shall submit reports to the Special Inspector within 7 days of the inspection or test. Handwritten reports may be submitted if final typed copies are not available.
- E. At the completion of the work requiring Special Inspections, each Testing/Inspecting Agency shall provide an Agent's Final Report of Special Inspections to the Special Inspector, stating that work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed.

- F. The Special Inspector shall submit interim reports, at intervals noted on the Statement of Special Inspection, which include reports for all inspections and tests performed since the previous interim report (or since the beginning of construction for the first interim report).
- G. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the Registered Design Professionals (Structural Engineer and Architect) and Contractor.
- H. Interim reports shall be signed and stamped by a Professional Engineer.

#### 1.11 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Registered Design Professional and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.
- B. CASE Form 102-2001 (or other, similar form) shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections shall state that required inspections have been performed and shall itemize any discrepancies which were not corrected nor resolved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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## SECTION 014200 - REFERENCES AND DEFINITIONS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," 'accepted,' 'deleted,' 'permitted,' 'requested,' 'required,' and 'selected' mean, unless otherwise explained, 'accepted by the Architect,' 'directed by the Architect,' 'permitted by the Architect,' 'requested by the Architect,' 'required by the Architect,' and 'selected by the Architect.' However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
  - 1. A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

- F. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required. Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. "Furnish": The term "furnish" means to supply and deliver to Project site, or other designated location ready for unloading, unpacking, storing assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required. Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations required to properly incorporate work into the project..
- I. "Provide": Furnish and install, complete and ready for the intended use.
- J. "Project Site": is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built. Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- K. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- L. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.



1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
  - M. The term 'replace' means remove designated, damaged, rejected, defective, unacceptable, or nonconforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.
  - N. "Include": The words 'include,' in any form other than inclusive,' is non-limiting and is not intended to mean all-inclusive."
  - O. The terms 'Specifications' and 'Project Manual' are interchangeable.
  - P. "Custom Color" is a special color that is not available from the manufactures standard colors and will require a once in a lifetime color match as selected by the Architect.
  - Q. "Standard color" is a minimum of 8 standard colors that the manufacture commonly offers for their product.
  - R. "Match existing" is to match the existing material system including but not limited to: color, texture, size, and edge treatment (including the systems grout/mortar color, texture, size, shape and revel)
  - S. "Concealed" where used in connection with insulation, painting of piping, piping, conduit, ducts, and accessories shall mean that they are hidden from sight as in trenches, chases, shafts, furred spaces, walls, slabs, or hung ceilings; also where they are not hidden from sight in the following locations: in partly excavated spaces or crawl spaces, or in service tunnels and used solely for repairs or maintenance.
  - T. "Exposed" where used in connection with insulation, painting of piping, piping, conduit, ducts, accessories shall mean that they are not "concealed" as defined herein above.
  - U. "Piping" includes in addition to pipe, also fittings, valves, hangers, and other accessories that comprise system.
  - V. "Below Grade" includes all areas below the finished grade line and below the finished floor, where the finished floor system is supported on earth and gravel systems.
- 1.3 INDUSTRY STANDARDS
- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request..

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and	(202) 624-5800

	Transportation Officials <a href="http://www.transportation.org">www.transportation.org</a>	
AATCC	American Association of Textile Chemists and Colorists (The) <a href="http://www.aatcc.org">www.aatcc.org</a>	(919) 549-8141
ABAA	Air Barrier Association of America <a href="http://www.airbarrier.org">www.airbarrier.org</a>	(866) 956-5888
ABMA	American Bearing Manufacturers Association <a href="http://www.abma-dc.org">www.abma-dc.org</a>	(202) 367-1155
ACI	ACI International (American Concrete Institute) <a href="http://www.aci-int.org">www.aci-int.org</a>	(248) 848-3700
ACPA	American Concrete Pipe Association <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) <a href="http://www.aeic.org">www.aeic.org</a>	(205) 257-2530
AF&PA	American Forest & Paper Association <a href="http://www.afandpa.org">www.afandpa.org</a>	(800) 878-8878 (202) 463-2700
AGA	American Gas Association <a href="http://www.aga.org">www.aga.org</a>	(202) 824-7000
AGC	Associated General	(703) 548-3118

	Contractors of America (The) <a href="http://www.agc.org">www.agc.org</a>	
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers <a href="http://www.aham.org">www.aham.org</a>	(202) 872-5955
AI	Asphalt Institute <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	(859) 288-4960
AIA	American Institute of Architects (The) <a href="http://www.aia.org">www.aia.org</a>	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction <a href="http://www.aisc.org">www.aisc.org</a>	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute <a href="http://www.steel.org">www.steel.org</a>	(202) 452-7100
AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber	(301) 972-1700

	Standard Committee, Incorporated <a href="http://www.alsc.org">www.alsc.org</a>	
AMCA	Air Movement and Control Association International, (847) 394-0150 Inc. <a href="http://www.amca.org">www.amca.org</a>	
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. <a href="http://www.aosaseed.com">www.aosaseed.com</a>	(405) 780-7372
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>	(239) 454-6989
APA	APA - The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute <a href="http://www.api.org">www.api.org</a>	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute <a href="http://www.ari.org">www.ari.org</a>	(703) 524-8800

ARMA	Asphalt Roofing Manufacturers Association <a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a>	(202) 207-0917
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) <a href="http://www.asme.org">www.asme.org</a>	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) <a href="http://www.astm.org">www.astm.org</a>	(610) 832-9585
AWCI	AWCI International (Association of the Wall	(703) 534-8300

	and Ceiling Industry International) <a href="http://www.awci.org">www.awci.org</a>	
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute <a href="http://www.awinet.org">www.awinet.org</a>	(571) 323-3636
AWPA	American Wood- Preservers' Association <a href="http://www.awpa.com">www.awpa.com</a>	(205) 733-4077
AWS	American Welding Society <a href="http://www.aws.org">www.aws.org</a>	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association <a href="http://www.awwa.org">www.awwa.org</a>	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>	(212) 297-2122
BIA	Brick Industry Association (The) <a href="http://www.bia.org">www.bia.org</a>	(703) 620-0010
BICSI	BICSI <a href="http://www.bicsi.org">www.bicsi.org</a>	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional	(616) 285-3963

	Furniture Manufacturer's Association International) <a href="http://www.bifma.com">www.bifma.com</a>	
BISSC	Baking Industry Sanitation Standards Committee <a href="http://www.bissc.org">www.bissc.org</a>	(866) 342-4772
CCC	Carpet Cushion Council <a href="http://www.carpetcushion.org">www.carpetcushion.org</a>	(610) 527-3880
CDA	Copper Development Association <a href="http://www.copper.org">www.copper.org</a>	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association <a href="http://www.canelect.ca">www.canelect.ca</a>	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. <a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfil m.com</a>	(216) 241-7333
CGA	Compressed Gas Association <a href="http://www.cganet.com">www.cganet.com</a>	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association <a href="http://www.cellulose.org">www.cellulose.org</a>	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org">www.cispi.org</a>	(423) 892-0137



CLFMI	Chain Link Fence Manufacturers Institute <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>	(301) 596-2583
CRRC	Cool Roof Rating Council <a href="http://www.coolroofs.org">www.coolroofs.org</a>	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association <a href="http://www.pbmdf.com">www.pbmdf.com</a>	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association <a href="http://www.cppa-info.org">www.cppa-info.org</a>	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) <a href="http://www.csa-international.org">www.csa-international.org</a>	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute <a href="http://www.caststone.org">www.caststone.org</a>	(717) 272-3744
CSI	Construction	(800) 689-2900

	Specifications Institute (The) <a href="http://www.csinet.org">www.csinet.org</a>	(703) 684-0300
CSSB	Cedar Shake & Shingle Bureau <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) <a href="http://www.cti.org">www.cti.org</a>	(281) 583-4087
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
EIA	Electronic Industries Alliance <a href="http://www.eia.org">www.eia.org</a>	(703) 907-7500
EIMA	EIFS Industry Members Association <a href="http://www.eima.com">www.eima.com</a>	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee <a href="http://www.ejdc.org">www.ejdc.org</a>	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>	(914) 332-0040
ESD	ESD Association <a href="http://www.esda.org">www.esda.org</a>	(315) 339-6937

FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440

GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation	(6-03) 9283-7155

[www.internationalbadminton.org](http://www.internationalbadminton.org)

ICEA	Insulated Cable Engineers Association, Inc.	(770) 830-0369
	<a href="http://www.icea.net">www.icea.net</a>	

ICRI	International Concrete Repair Institute, Inc.	(847) 827-0830
	<a href="http://www.icri.org">www.icri.org</a>	

IEC	International Electrotechnical Commission	41 22 919 02 11
	<a href="http://www.iec.ch">www.iec.ch</a>	

IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)	(212) 419-7900
	<a href="http://www.ieee.org">www.ieee.org</a>	

IESNA	Illuminating Engineering Society of North America	(212) 248-5000
	<a href="http://www.iesna.org">www.iesna.org</a>	

IENT	Institute of Environmental Sciences and Technology	(847) 255-1561
	<a href="http://www.ient.org">www.ient.org</a>	

IGCC	Insulating Glass Certification Council	(315) 646-2234
	<a href="http://www.igcc.org">www.igcc.org</a>	

IGMA	Insulating Glass Manufacturers Alliance	(613) 233-1510
	<a href="http://www.igmaonline.org">www.igmaonline.org</a>	

ILI	Indiana Limestone	(812) 275-4426
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	Institute of America, Inc. <a href="http://www.iliai.com">www.iliai.com</a>	
ISO	International Organization for Standardization <a href="http://www.iso.ch">www.iso.ch</a>	41 22 749 01 11
	Available from ANSI <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association <a href="http://www.issfa.net">www.issfa.net</a>	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA <a href="http://www.intertek.com">www.intertek.com</a>	(972) 238-5591
ITU	International Telecommunication Union <a href="http://www.itu.int/home">www.itu.int/home</a>	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association <a href="http://www.kcma.org">www.kcma.org</a>	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute <a href="http://www.lightning.org">www.lightning.org</a>	(800) 488-6864
MBMA	Metal Building Manufacturers Association <a href="http://www.mbma.com">www.mbma.com</a>	(216) 241-7333
MFMA	Maple Flooring	(847) 480-9138

	Manufacturers Association, Inc. <a href="http://www.maplefloor.org">www.maplefloor.org</a>	
MFMA	Metal Framing Manufacturers Association, Inc. <a href="http://www.metalframingmfg.org">www.metalframingmfg.org</a>	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America <a href="http://www.mhia.org">www.mhia.org</a>	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America <a href="http://www.marble-institute.com">www.marble-institute.com</a>	(440) 250-9222
MPI	Master Painters Institute <a href="http://www.paintinfo.com">www.paintinfo.com</a>	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. <a href="http://www.mss-hq.com">www.mss-hq.com</a>	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers <a href="http://www.naamm.org">www.naamm.org</a>	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International)	(800) 797-6623 (281) 228-6200

[www.nace.org](http://www.nace.org)

NADCA	National Air Duct Cleaners Association <a href="http://www.nadca.com">www.nadca.com</a>	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport <a href="http://www.aahperd.org/nagws/">www.aahperd.org/nagws/</a>	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association <a href="http://www.naima.org">www.naima.org</a>	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. <a href="http://www.nbgqa.com">www.nbgqa.com</a>	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) <a href="http://www.ncaa.org">www.ncaa.org</a>	(317) 917-6222
NCMA	National Concrete Masonry Association <a href="http://www.ncma.org">www.ncma.org</a>	(703) 713-1900
NCPI	National Clay Pipe Institute <a href="http://www.ncpi.org">www.ncpi.org</a>	(262) 248-9094
NCTA	National Cable & Telecommunications Association <a href="http://www.ncta.com">www.ncta.com</a>	(202) 775-3550
NEBB	National Environmental Balancing Bureau <a href="http://www.nebb.org">www.nebb.org</a>	(301) 977-3698



NECA	National Electrical Contractors Association <a href="http://www.necanet.org">www.necanet.org</a>	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association <a href="http://www.nelma.org">www.nelma.org</a>	(207) 829-6901
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>	(703) 841-3200
NETA	InterNational Electrical Testing Association <a href="http://www.netaworld.org">www.netaworld.org</a>	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations <a href="http://www.nfhs.org">www.nfhs.org</a>	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) <a href="http://www.nfpa.org">www.nfpa.org</a>	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council <a href="http://www.nfrc.org">www.nfrc.org</a>	(301) 589-1776
NGA	National Glass Association <a href="http://www.glass.org">www.glass.org</a>	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association <a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	(800) 933-0318 (901) 377-1818

NLGA	National Lumber Grades Authority <a href="http://www.nlga.org">www.nlga.org</a>	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) <a href="http://www.nofma.com">www.nofma.com</a>	(901) 526-5016
NRCA	National Roofing Contractors Association <a href="http://www.nrca.net">www.nrca.net</a>	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association <a href="http://www.nrmca.org">www.nrmca.org</a>	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) <a href="http://www.nsf.org">www.nsf.org</a>	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association <a href="http://www.nssga.org">www.nssga.org</a>	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) <a href="http://www.ntma.com">www.ntma.com</a>	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window	

	and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute <a href="http://www.pci.org">www.pci.org</a>	(312) 786-0300
PDCA	Painting & Decorating Contractors of America <a href="http://www.pdca.com">www.pdca.com</a>	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute <a href="http://www.pdionline.org">www.pdionline.org</a>	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute <a href="http://pgi-tp.ce.uiuc.edu">http://pgi-tp.ce.uiuc.edu</a>	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) <a href="http://www.landcarenetwork.org">www.landcarenetwork.org</a>	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute <a href="http://www.post-tensioning.org">www.post-tensioning.org</a>	(602) 870-7540
RCSC	Research Council on Structural Connections <a href="http://www.boltcouncil.org">www.boltcouncil.org</a>	
RFCI	Resilient Floor Covering	(301) 340-8580

	Institute <a href="http://www.rfci.com">www.rfci.com</a>	
RIS	Redwood Inspection Service <a href="http://www.calredwood.org">www.calredwood.org</a>	(888) 225-7339 (415) 382-0662
SAE	SAE International <a href="http://www.sae.org">www.sae.org</a>	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute <a href="http://www.sdi.org">www.sdi.org</a>	(847) 458-4647
SDI	Steel Door Institute <a href="http://www.steeldoor.org">www.steeldoor.org</a>	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association <a href="http://www.sefalabs.com">www.sefalabs.com</a>	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council <a href="http://www.sgcc.org">www.sgcc.org</a>	(315) 646-2234
SIA	Security Industry Association <a href="http://www.siaonline.org">www.siaonline.org</a>	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute <a href="http://www.steeljoist.org">www.steeljoist.org</a>	(843) 626-1995

SMA	Screen Manufacturers Association <a href="http://www.smacentral.org">www.smacentral.org</a>	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association <a href="http://www.smacna.org">www.smacna.org</a>	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers <a href="http://www.smpte.org">www.smpte.org</a>	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) <a href="http://www.sprayfoam.org">www.sprayfoam.org</a>	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) <a href="http://www.spib.org">www.spib.org</a>	(850) 434-2611
SPRI	Single Ply Roofing Industry <a href="http://www.spri.org">www.spri.org</a>	(781) 647-7026
SSINA	Specialty Steel Industry of North America <a href="http://www.ssina.com">www.ssina.com</a>	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings <a href="http://www.sspc.org">www.sspc.org</a>	(877) 281-7772 (412) 281-2331

STI	Steel Tank Institute <a href="http://www.steeltank.com">www.steeltank.com</a>	(847) 438-8265
SWI	Steel Window Institute <a href="http://www.steelwindows.com">www.steelwindows.com</a>	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute <a href="http://www.swrionline.org">www.swrionline.org</a>	(816) 472-7974
TCA	Tile Council of America, Inc. <a href="http://www.tileusa.com">www.tileusa.com</a>	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance <a href="http://www.tiaonline.org">www.tiaonline.org</a>	(703) 907-7700
TMS	The Masonry Society <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>	(303) 939-9700
TPI	Truss Plate Institute, Inc. <a href="http://www.tpinst.org">www.tpinst.org</a>	(703) 683-1010
TPI	Turfgrass Producers International <a href="http://www.turfgrasssod.org">www.turfgrasssod.org</a>	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute <a href="http://www.tilerroofing.org">www.tilerroofing.org</a>	(312) 670-4177
UL	Underwriters Laboratories Inc. <a href="http://www.ul.com">www.ul.com</a>	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association	(972) 243-3902

	www.uni-bell.org	
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)	(800) 223-2301 (847) 299-5200

[www.wdma.com](http://www.wdma.com)

WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) <a href="http://www.wicnet.org">www.wicnet.org</a>	(916) 372-9943
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WIC	Woodwork Institute of California (Now WI)
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WMMPA	Wood Moulding & Millwork Producers Association <a href="http://www.wmmpa.com">www.wmmpa.com</a>	(800) 550-7889  (530) 661-9591
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WSRCA	Western States Roofing Contractors Association <a href="http://www.wsrca.com">www.wsrca.com</a>	(800) 725-0333  (650) 570-5441
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WWPA	Western Wood Products Association <a href="http://www.wwpa.org">www.wwpa.org</a>	(503) 224-3930
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- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)
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IAPMO	International Association of Plumbing and Mechanical Officials <a href="http://www.iapmo.org">www.iapmo.org</a>	(909) 472-4100
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ICBO	International Conference of Building Officials (See ICC)
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ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)
ICC	International Code Council (888) 422-7233 www.iccsafe.org (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. (800) 423-6587 www.icc-es.org (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc. (See ICC)
UBC	Uniform Building Code (See ICC)

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil
CPSC	Consumer Product Safety Commission (800) 638-2772 www.cpsc.gov (301) 504-7923
DOC	Department of Commerce (202) 482-2000 www.commerce.gov
DOD	Department of Defense (215) 697-6257 http://.dodssp.daps.dla.mil
DOE	Department of Energy (202) 586-9220 www.energy.gov

EPA	Environmental Protection Agency <a href="http://www.epa.gov">www.epa.gov</a>	(202) 272-0167
FAA	Federal Aviation Administration <a href="http://www.faa.gov">www.faa.gov</a>	(866) 835-5322
FCC	Federal Communications Commission <a href="http://www.fcc.gov">www.fcc.gov</a>	(888) 225-5322
FDA	Food and Drug Administration <a href="http://www.fda.gov">www.fda.gov</a>	(888) 463-6332
GSA	General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(800) 488-3111
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory <a href="http://www.lbl.gov">www.lbl.gov</a>	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology <a href="http://www.nist.gov">www.nist.gov</a>	(301) 975-6478
OSHA	Occupational Safety & Health Administration	(800) 321-6742

	<a href="http://www.osha.gov">www.osha.gov</a>	(202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science <a href="http://www.osophs.dhhs.gov/ophs">www.osophs.dhhs.gov/ophs</a>	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department <a href="http://www.state.gov">www.state.gov</a>	(202) 647-4000
TRB	Transportation Research Board <a href="http://gulliver.trb.org">http://gulliver.trb.org</a>	(202) 334-2934
USDA	Department of Agriculture <a href="http://www.usda.gov">www.usda.gov</a>	(202) 720-2791
USPS	Postal Service <a href="http://www.usps.com">www.usps.com</a>	(202) 268-2000

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-253
	Architectural Barriers Act (ABA)	(202) 272-080
	Accessibility Guidelines for Buildings and Facilities Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	
CFR	Code of Federal Regulations	(866) 512-800

	Available from Government Printing Office <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	(202) 512-800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-664
	Available from Defense Standardization Program <a href="http://www.dps.dla.mil">www.dps.dla.mil</a>	
	Available from General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(202) 619-925
	Available from National Institute of Building Sciences <a href="http://www.wbdg.org/cb">www.wbdg.org/cb</a>	(202) 289-800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	

MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-664
UFAS	Uniform Federal Accessibility Standards Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-253 (202) 272-080

- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation <a href="http://www.dca.ca.gov/bhfti">www.dca.ca.gov/bhfti</a>	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations <a href="http://www.calregs.com">www.calregs.com</a>	(916) 323-6815
CPUC	California Public Utilities Commission <a href="http://www.cpuc.ca.gov">www.cpuc.ca.gov</a>	(415) 703-2782
NYSBC	New York State Building Code	
NYSDOT	New York State Department of Transportation	
NYSHD	New York State Health Department	
NYSDEC	New York State Department of Environmental Conservation	

CSArch  
Project No. 187-2302.01

Valley Central School District  
Valley CSD 2023 Capital Project

TFS

Texas Forest Service (979) 458-6650  
Forest Resource Development  
<http://txforests-service.tamu.edu>

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 01 Section "Multiple Contract Summary" for division of responsibilities for temporary facilities and controls.
  - 2. Division 01 Section "Execution" for progress cleaning requirements.
  - 3. Divisions 02 through 32 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

#### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### 1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service:
  - 1. MC shall provide connections and extensions of existing services as required for construction operations.
- C. Electric Power Service: Prime Electrical Contractor shall provide temporary electric power service for electricity to be used by the Owner as defined in Section 011200, Subparagraph 1.7.M. All other Prime Contractors shall provide for their own temporary power needs during scheduled shutdowns.

1. EC shall provide temporary facilities as outlined in Multiple Contract Summary, and related Division 01 sections.

- D. Telephone/Internet Access Service: Each Prime Contract shall be responsible for use charges associated with their respective telephone and Internet access requirements.

## 1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel, if not indicated in the Construction Documents.

## 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
  1. Refer to Section 011200 "Multiple Contract Summary" and Section 014000 "Quality Requirement" for further and more Project-specific requirements.

## 1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Owner's Facilities: Contractors are not allowed to use the Owner's facilities (toilets, telephone, food service, etc.) for their own benefit. Prime Contract Superintendents shall enforce this policy with their respective work forces.
  1. Parking will be restricted to an area indicated on the Site Logistics Plan. Owner reserves the right to remove from their property, unauthorized vehicles occupying unauthorized areas, at respective Contractors' expense.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Pavement and or sub-base: Comply all sections related to various sub-base installations.
- B. Chain-Link Fencing: Minimum 2 inch, 0.148 inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8 inch OD line posts and 2-7/8 inch OD corner and pull posts.



1. Provide gate openings to accommodate vehicle delivery traffic or as noted.  
Install gateposts in sizes required for support gates.
- C. Portable Chain-Link Fencing: Minimum 2 inch, 9 gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8 inch OD line posts and 2-7/8 inch OD corner and pull posts, with 1-5/8 inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- D. Wood Enclosure Fence: Plywood, 8 feet high, framed with four 2 by 4 inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- E. Lumber and Plywood: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
- F. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- H. Paint: Comply with requirements in Division 09 painting Sections.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds or Mobile Units: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas with individual space thermostatic control.
  1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  3. Permanent HVAC System: Use of permanent HVAC system for temporary use during construction is not allowed.

## PART 3 EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers as directed by authorities having jurisdiction, or as indicated in the Construction Documents.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating: Except as indicated in Section "Multiple Contract Summary," each Prime Contract shall provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Refer to Section 011200 "Multiple Contract Summary" for further requirements.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 2. Recondition base after temporary use, including removing contaminated material, re-grading, proof rolling, compacting, and testing.
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.

- F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal, and Multiple Contract Summary."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

### 3.4 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.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
  - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As indicated on Drawings, or as directed by Architect.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- H. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- I. Barricades, Warning Signs and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. 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 weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - 2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  - 3. Insulate partitions to provide noise protection to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 5. Protect air-handling equipment.
  - 6. Weather strip openings.
  - 7. Provide walk-off mats at each entrance through temporary partition.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking from within 50 ft. of the Owner's property.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

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## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product and "Or Equivalent": Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that are equivalent or exceed those of specified product. To be considered acceptable by Architect they shall perform the functions imposed by the general design and meet the standards of named items and are submitted as herein indicated.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  - 3. Initial Submittal: Before Execution of the Agreement, submit 4 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. Furnish within 3 calendar days following the bid opening.
    - b. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  - 4. Completed List: Within 10 days after the openings of the bid, submit 4 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

- B. Substitution Requests: After Execution of Agreement: Submit substitution requests no later than within 30 calendar days. Request received later, may be considered or rejected at the discretion of Architect and shall be submitted as follows. Submit four copies of each request for consideration to the Architect. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSArch standard form included in the Project Manual.
  2. Identify specification Section including the date of request and all Prime Contracts involved.
  3. Identify the product, or the fabrication or installation method to be replaced in each request.
  4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - i. Detailed comparison of Prime Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    - j. Cost information, including a proposal of change, if any, in the Contract Sum.

- k. Prime Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    - l. Prime Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  - 5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Acceptance: Change in Condition (CIC.)
    - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.
- E. Processing Time: Time for review shall commence on Architect's receipt of request. Allow enough time for request review, including time for evaluation of requested additional information or documentation, as follows:
  - 1. Initial Review: Allow 10 working days minimum, for initial review of each request. Allow additional time if processing must be delayed to permit coordination of concurrent review.
    - a. Architect will request of Prime Contractor additional information or documentation for evaluation within 5 working days of receipt of a request for Initial Review.
  - 2. Concurrent Review: Where concurrent review of requests by Architect's consultants, Owner or other Parties is required, allow 15 working days minimum for Initial Review of each request.

- a. Architect will advise Prime Contractor when a request being processed must be delayed for concurrent review.
  - b. Architect will request of Prime Contractor additional for evaluation within 7 working days of a request requiring Concurrent Review.
3. Architect will notify Prime Contractor of acceptance or rejection of proposed substitution within 15 working days minimum of receipt of additional information or documentation, whichever is later.
4. Use product specified if Architect cannot make a decision on use of a requested substitution within time indicated.
5. Form of Acceptance: Change Order.
  - a. Follow Division 1 Section "Contract Modification Procedures" for handling and processing Change Order.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  1. Each Prime Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Prime Contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
    - a. Coordinate with other Prime Contractor's compatible product issues at Project's progress meetings.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.
  - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named or un-named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
  - c. Custom: Where Specifications include the phrase "Custom colors, patterns, textures" or similar phrase, Architect will direct color, pattern, density, or texture that is not necessarily available from the manufacturer's standard product line.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:



1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Prime Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work by Prime Contractor.
  9. Requested substitution provides specified warranty.
  10. If requested substitution involves more than one Prime Contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Prime Contractors involved.
  11. The request is directly related to "or an approved substitution" clause or similar language in the Contract Documents.
  12. The equipment or material must fit the space available for it in the building. No item will be considered if alteration of building structure or space is made necessary by a substitution request.
  13. If a substitution of material or any equipment item is accepted, the Prime Contractor is required to make all necessary corrections to details, clearances, etc., add to, furnish and install all additional materials or items required by the substitution, as determined by the Architect, at no additional cost to the Owner.
- C. In making request for substitution, Prime Contractor represents:
1. That the Prime Contractor has personally investigated the proposed substitute product and determined that it is equivalent to or superior in all respects to the specified product.
  2. That the Contractor will provide the same warranty for the substitution that is required for the specified product.
  3. Certifies that the substitution will not result in a cost disadvantage to the Owner; that all cost data presented is complete and that the Prime Contractor waives all claims for additional costs related to the substitution which subsequently may become apparent; and

4. Will coordinate the installation of the substitution, if accepted, making such changes as may be required to make the Work complete in all respects.
  5. Prime Contractor requesting substitution shall bear additional costs to all parties due to substitution including Architect redesigns and costs; associated but under separate contract.
- D. Prime Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents, does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

## 2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents, and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 EXECUTION (NOT USED)

### 3.1 END OF SECTION 016000

END OF SECTION

## SECTION 017300 - EXECUTION

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit 2 copies signed by land surveyor, and one digital copy.

#### 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 PRODUCTS

### 2.1 MATERIALS

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

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Construction Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. General: Engage a licensed land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish limits on use of Project site.
  3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  4. Inform installers of lines and levels to which they must comply.
  5. Check the location, level and plumb, of every major element as the Work progresses.
  6. Notify Architect[ and Construction Manager] when deviations from required lines and levels exceed allowable tolerances.
  7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Construction Manager before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks: Establish and maintain a minimum of 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property new building addition(s)) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated, Unless existing conditions don't allow for specified clearances..
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces, unless otherwise indicated..
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING



- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

## SECTION 017310 - CUTTING AND PATCHING

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
  - 1. Execute cutting (including excavating), fitting or patching or work, required to:
    - a. Make several parts fit properly.
    - b. Uncover work to provide for installation of ill-timed work.
    - c. Remove and correct defective work.
    - d. Remove and correct work not confirming to requirements of Contract Documents.
    - e. Remove samples of installed work as specified for testing.
    - f. Install specified work in existing construction.
    - g. Remove existing construction.
    - h. Provide equipment, labor and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors and ceilings. Patching must match adjacent material and finish.
    - i. Provide lintels, capable of supporting wall construction above openings that are cut in existing walls, unless noted elsewhere.
    - j. Removal of materials to be reused and relocated as indicated.
  - 2. Coordination
    - a. Coordinate the installation of Work with other Contractors to minimize cutting and patching in new and existing construction.
  - 3. In addition to contract requirements, upon written instructions of the Construction ManagerArchitect:
    - a. Uncover work to provide for Construction Manager's and Architect's observation of covered work.
    - b. Remove samples of installed materials for testing.
    - c. Remove work to provide for alterations of existing work.
  - 4. Do not endanger work by cutting or altering work or any part of it.
  - 5. Do not cut or alter work of another Contractor without written consent of the Contractor and Construction ManagerArchitect.

#### 1.3 DEFINITIONS

- A. Cutting and patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply.
  - 1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials, including excavating and earthwork.
  - 2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing, patching, excavations and compaction of backfilling, as to match surrounding surfaces.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

#### 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Verify cutting of structural elements in question with Construction ManagerArchitect.
  - 1. Prior to cutting, which affects structural safety of project, submit written notice, to Construction ManagerArchitect, requesting consent to proceed with cutting, including:
    - a. Identification of Contract.
    - b. Types of structural elements:
      - 1) Bearing and retaining walls.
      - 2) Structural concrete.
      - 3) Structural steel.
      - 4) Lintels.
      - 5) Structural decking.

- 6) Stair systems.
    - 7) Miscellaneous structural metals.
    - 8) Equipment supports.
    - 9) Piping, ductwork, vessels and equipment.
  - c. Description of affected work.
  - d. Necessity for cutting.
  - e. Affect on other work, on structural integrity of project.
  - f. Description of proposed work. Designate:
    - 1) Scope of cutting and patching.
    - 2) Contractor and trades to execute work.
    - 3) Shoring design & procedure.
    - 4) Products proposed to be used.
    - 5) Extent of refinishing.
  - g. Alternatives to cutting and patching.
  - h. Designation of party responsible for cost of cutting and patching.
2. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to the Construction Manager/Architect, including:
  - a. Conditions indicating change.
  - b. Recommendations for alternative materials or methods.
  - c. Submittals as required for substitutions.
  - d. Work with visual requirements exposed on the exterior or in interior spaces that would in the architect's opinion reduce the building's aesthetic qualities and requiring prior approval include:
    - 1) Processed concrete finishes.
    - 2) Stonework and stone masonry.
    - 3) Ornamental metals.
    - 4) Preformed metal panels.
    - 5) Firestopping.
    - 6) Window wall systems.
    - 7) Acoustical ceilings.
    - 8) Terrazzo.
    - 9) Finished wood flooring.
    - 10) Fluid applied flooring.
    - 11) Carpeting.
    - 12) Aggregate wall coating.
    - 13) Wall coverings.
    - 14) HVAC enclosures, cabinets, or covers.
    - 15) Roofing.
3. Submit written notice to Architect designating time work will be uncovered, to allow for observation by Architect.

- B. Operational Elements: Do not cut and/or patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety of the following:
1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Water, moisture or vapor barriers.
  4. Membranes and flashings.
  5. Fire-protection systems.
  6. Noise and vibration control systems.
  7. Control systems.
  8. Communication systems.
  9. Conveying systems.
  10. Electrical wiring systems.
- C. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Sprayed fire-resistive material.
  - e. Equipment supports.
  - f. Piping, ductwork, vessels, and equipment.
  - g. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and/or patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and/or patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. Contractor assumes all cost to remove and replace construction not acceptable to the Owner or Architect due to poor quality of cut and/or patch work.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

- F. All patching shall be done by tradespersons who are skilled in the required work. All patchwork will be done to the highest quality standards. The contractor shall include the cost of all cutting and patching required in connection with performance of their work. Include supports, protection from elements, protection of surroundings, and immediate clean up.
- G. If necessary for the contractor to remove a minimal amount of spray on fireproofing after initial installation, it will be their responsibility to replace or pay for the necessary patching.
- H. All contractors affected by temporary utilities/openings shall include necessary comeback to infill, patch, fireproofing, etc.
- I. The Contractor shall not damage or endanger any portion of the work of other Contractors or property of the Owner. The Contractor shall not alter the Owner's or other Contractor's work without written consent of the Owner or other Contractor. All such requests shall be made through the Construction Manager/Architect. Said consent shall not be unreasonably withheld.
- J. Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load-deflection ratio. Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety. If possible retain the original installer or fabricator to cut and patch exposed Work or, if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
- K. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect, consult with the Owner's representative prior to placement.
- L. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Protect existing construction during cutting and patching to prevent damage. Until provisions have been made to bypass them, take all precautions necessary to avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated.
- M. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required to minimum disturbance of adjacent surface. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

- N. Where removal of walls or partitions extends one finished area into another: Patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
- O. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch. After the patched area has received primer and second coat - patch, repair, or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- P. The Contractor will follow all applicable regulatory hot and safe work procedures when performing welding, cutting, torching, grinding, brazing, or tacking, including protecting personnel and the adjacent work area from fire hazards. Store paints, varnishes, volatile oils, and similar combustible materials in properly labeled storage containers and in storage area as required by law. Store gasoline and other volatile flammable liquids in properly labeled storage containers and in storage area as required by law.

#### 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.
- B. Roof Warranties: Identify locations where cutting and patching of existing roof systems to remain is required and review during roof pre-construction meeting. Make arrangements so that all work performed fully complies with existing warranties in place and at the completion of work, warranties remain in effect and unaltered.

#### 1.7 PAYMENT FOR COSTS

- A. Any costs associated with ill-timed work, defective work, rejected work, or work not conforming to the Contract Documents, shall be borne by the Contractor creating such work, including all costs for additional services provided by the Architect.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible as approved by Architect.



## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed, including elements subject to movement or damage during removal of adjacent materials.
- B. After uncovering Work, visually inspect conditions affecting installation of new products.
- C. Notify Construction Manager/Architect of any existing conditions which may be suspicious of containing hazardous materials.

### 3.2 PREPARATION

- A. Temporary Support: Provide shoring, bracing and temporary support of Work to be cut as required to maintain structural integrity of Project.
- B. Protection: Protect and maintain protection, at all times, existing construction, Owner equipment, supplies, furniture and surrounding areas, during cutting and patching to prevent damage, dust migration, contamination, and excessive cleaning. Provide protection from adverse weather conditions, at all times, for portions of Project that might be exposed during cutting and patching operations. Protection must be approved and signed off by Construction Manager/Owner's rep prior to commencement of any demolitions, cutting and/or demolition patching. All cost associated with repairing and/or replacing and/or cleaning materials/installations/Owner equipment/school supplies due to poor temporary conditions shall be borne by the Contractor.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Remove and store in Contractor provided protection/storage facility, material that is to be reused and relocated.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Contractor shall cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

1. It is the responsibility of the contractor providing the cutting of existing and new construction to coordinate each location with structural framing and load configurations. Avoid conflicts with load-bearing features of structural frames and load bearing zones and coordinate offsets of penetrations from these areas.
  2. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use or exposed to weather.
  3. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  4. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill; use water to limit dust exposure.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Contractor shall patch existing construction and finishes damaged or left incomplete due to cutting and removals. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Continuous Surfaces: To nearest intersection.
    - b. Assembly: Entire refinishing.
  2. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor, wall and ceiling surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Extend the area of refinishing to corners, control or expansion joints or full height or length offsets in construction as conditions require and as approved by the Construction Manager and Architect. Provide additional coats until patch blends with adjacent surfaces.
  3. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit and other penetrating items are removed.

4. Contractor shall cap, or otherwise terminate, existing utility services to remove equipment on all utilities that are to remain active.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
6. Record any and all existing conditions encountered during cut and patch.
7. Immediately notify Construction ManagerArchitect, and respective Prime Contract, of conditions, whether known or unknown, damaged during cut and patch.

END OF SECTION

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## SECTION 017400 - WARRANTIES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  - 2. General closeout requirements are included in Section "Project Closeout."
  - 3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual Sections of Divisions-2 through -26.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations
  - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### 1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. Prime Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the CM prior to the date certified for Substantial Completion. If the Architect Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Prime Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or Contractor and subcontractor, supplier or manufacturer.
- D. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or subcontractor, supplier, or manufacturer.
- E. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
  - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Prime Contractor.
- F. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of [10] days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Construction Manager of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Construction Manager. Advise Construction Manager of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Construction Manager of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect and Construction Manager.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect, through Construction Manager, will return annotated file.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
  - r. Replace filters as required
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

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## SECTION 017820 - OPERATIONS AND MAINTENANCE DATA

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Operation manuals for systems, subsystems, and equipment.
  - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 SUBMITTALS

- A. Initial Submittal: Submit one draft copy of manuals on the date that is required on the most current updated Master Project Construction Schedule or at least 15 working days before requesting inspection for Substantial Completion if not otherwise shown on the most current updated Master Project Construction Schedule, whichever date is earlier. Include a complete operation and maintenance directory.
  - 1. Submit draft direct to Construction Manager per Section "Submittal Procedures."
  - 2. Draft copy will be returned and marked whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit each manual on the date that is required on the most current updated Master Project Construction Schedule or at least 15 working days before requesting inspection for Final Completion if not otherwise shown on the most current updated Master Project Construction Schedule, whichever date is earlier.
  - 1. Final Application for Payment will not be processed until final manuals have been received and are approved.

## 1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a Table of Contents in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. List of company(ies) with phone number and contact person for operational or maintenance information for each system or sub-system.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

### 2.2 MANUALS, GENERAL

- A. Manuals:
  - 1. Binders
  - 2. Electronic
- B. Binders: When multiple binders are used, correlate the data into related consistent groupings.
  - 1. Commercial quality three-ring binders with durable and cleanable view type plastic/vinyl covers and spines, with pocket folders for folded sheet information.
  - 2. Minimum ring size: 2-inch.
  - 3. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system.
  - 4. Quantity: One set.
- C. Electronic, bound as combined PDF, labeled per building with
- D. Cover Page: Enclose cover page under binder transparent plastic cover. Include the following information:
  - 1. Name and address of Project.

2. Date of submittal.
  3. Name, address, and telephone number of Contractor and Construction Manager.
- E. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

## 2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
  2. Operating standards.
  3. Operating procedures.
  4. Operating logs.
  5. Wiring diagrams.
  6. Control diagrams.
  7. Piped system diagrams.
  8. Precautions against improper use.
  9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- D. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include operating procedures, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Operating Procedures:
  - 1. Start-up, break-in, routine and normal operating instructions.
  - 2. Regulation, control, stopping, shut-down and emergency instructions.
  - 3. Summer and winter operating instructions.
  - 4. Special operating instructions.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard printed maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
    - a. As-installed control diagrams by control manufacturer.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
    - a. Servicing and Lubrication Schedule: Provide list of lubricants required.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Each Prime Contractor's coordination drawings with as installed color coded piping diagram.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Charts of valve tag numbers, with location and function on each valve.
- J. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
- K. Content, for each electric and electronic system, as appropriate:

1. Circuit directories of panelboards:
  - a. Electrical service.
  - b. Controls.
  - c. Communications.
2. Operating procedures:
  - a. Routine and normal operating instructions.
  - b. Sequences required.
  - c. Special operating instructions.
3. Maintenance procedures:
  - a. Routine operations.
  - b. Guide to "trouble-shooting".
  - c. Disassembly, repair and reassembly.

### PART 3 EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Systems Equipment Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  1. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

END OF SECTION

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Final Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy set(s) and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy set(s) and annotated PDF electronic files of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy set(s) and annotated PDF electronic files of each submittal.

- E. Reports: Submit written report indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.



4. Mark record sets with multiple colorerasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect through Construction Manager for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:

- a. Project name.
- b. Date.
- c. Designation "PROJECT RECORD DRAWINGS."
- d. Name of Architect[ and Construction Manager].
- e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications an annotated PDF electronic file, scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file, scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

- B. Format: Submit miscellaneous record submittals as annotated PDF electronic file, scanned PDF electronic file(s) of marked-up paper copy of Specifications.

### PART 3 EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION

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## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.

2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.

- d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

#### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS



- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while ter] video recording is recorded. Include description of items being viewed.

- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION

## SECTION 023313 - UNDERGROUND UTILITY LOCATOR SERVICE

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This Section includes:
  - 1. Requirements and standards for underground utility location services to be completed prior to commencement of construction.

#### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.3 REFERENCES

- A. American Society of Civil Engineers, CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
- B. American Public Works Association, Uniform Color Code."

#### 1.4 DEFINITIONS

- A. Utility Quality Levels:
  - 1. Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
  - 2. Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

#### 1.5 DESCRIPTION

- A. Retain an independent utility locator service company with a minimum of five (5) years experience to field locate, mark, and stakeout existing underground utilities and service connections.
  - 1. Level B locator service shall be performed in all project areas where excavations, regrading of the ground surface, and penetrations of the ground surface are to be performed.
    - a. Contractor shall include a minimum of 16 hours of Level A locator service to locate underground utilities as identified on the contract drawings or as identified during the Level B investigation that require more specific location, invert elevation, size, etc. Level A investigation shall only be performed at locations where shown or as directed.
    - b. In heavy metal areas, such as near perimeter fences, ground penetrating radar shall be used to determine the location of underground utilities. The use of equipment that induce a tracing signal along the utility path (such as a Metrotech unit) can cause false readings, shall not be used within five feet of fences.
  - 2. The Level A investigation shall be performed as follows:
    - a. Hand excavation may be performed for depths of three feet or less.
    - b. Vacuum excavation shall be performed at depths greater than three feet.
    - c. All excavation test pits shall be backfilled by close of business that day.
  - 3. Support and protect all utilities and service connections to remain in place.
  - 4. The locator service shall field locate and mark underground utilities and service connections prior to excavation.
  - 5. The contractor shall be responsible for coordinating the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
  - 6. All costs associated with the repair of underground utilities and service connections hit/damaged during the investigative work shall be the responsibility of the contractor.
  - 7. Utility location services shall be in accordance with the provisions of CIASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

#### 1.6 SUBMITTALS

- A. Submit detailed experience and qualifications description of underground utility locator service. Experience and qualifications package should include a description of the types of utility locator equipment and experience that can be provided.
- B. Investigative Report:
  - 1. Submit detailed written report and scaled drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified.

- a. All documentation shall be referenced to existing data (horizontal and vertical) previously established.
- b. Provide three (3) paper copies and one (1) electronic copy of detailed written report and drawings.
- c. Submit Investigative Report at least two weeks prior to advancing construction within the scheduled areas of excavation within the project site.

## COORDINATION AND SCHEDULE

- A. Coordinate the Work to determine the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
- B. Coordinate the Work with the Director's Representative to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Director's Representative for approval. Upon approval of the schedule, notify the Director's Representative a minimum of three (3) working days prior to performing the Work.
- C. Within the areas of excavation, all underground utilities and service connections shall be field located and their locations marked at least two (2) weeks prior to the performance of the required excavation work.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 4.1 WORK AREAS AND PERFORMANCE

- A. If any underground utilities and service connections are hit or damaged during the work, immediately inform the Owner and Engineer for directions on how to proceed.
- B. The utility locator service investigative work, field location and marking of underground utilities and service connections and submission of the investigative report must be completed before any excavation work can begin.
- C. Provide subsurface investigation information, detailed written report and drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified, prior to the performance of the required excavation work.
- D. If during the Level B investigations, unknown underground utilities are discovered, the Engineer shall be notified as soon as possible or before the close of that business day.
- E. Field Marking of underground utilities shall follow the American Public Works Association (APWA) uniform color code:

1. Proposed Excavation.
  2. Temporary Survey Markings.
  3. Electric power lines, cables, conduit and lighting cables.
  4. Gas, oil, steam, petroleum and gaseous material.
  5. Orange: Communications, alarm, signal lines, cables or conduit.
  6. Potable water.
  7. Reclaimed water, irrigation and slurry lines.
  8. Sewer and drain lines.
- F. The Owner or Engineer may limit or restrict scheduling of the utility locator service based upon project progress.

END OF SECTION

## SECTION 024119 - SELECTIVE STRUCTURAL DEMOLITION AND SHORING

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to other specification sections for identification and removal of hazardous materials.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Temporary Excavation Support for subsurface excavation within the footprint of the existing structure.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.5 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.6 SUBMITTALS

- A. Qualification Data: For demolition firm; Professional Engineer.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Location of proposed dust- and noise-control temporary partitions and means of egress.
  - 5. Means of protection for items to remain and items in path of waste removal from building.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Verification by a New York State registered Professional Engineer that the existing building framing systems will safely support the demolition means and methods proposed for use.



1. Submit certified temporary shoring and bracing details that may be required to protect the existing building structure and systems during the work for review and record. Submit certified shoring report that describes the hazards that the proposed work may create to the existing structural systems, a strategy for addressing each hazard with a supporting calculation that illustrates how the strategy can safely address each hazard for review and record.
- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Engineer Reports: Submit all observation reports prepared by the Professional Engineer engaged by the Contractor for the Owner's records.

#### 1.8 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm specializing in demolition work similar in material and extent of this project.
- B. Professional Engineer Qualifications: An individual licensed by the State of New York to practice engineering and that has the required training and experience to be competent to perform the work. The Engineer must have a positive working relationship with the Contractor that enables him/her to understand the project, develop a solution and observe the deployment of the system to ensure performance through the length of the project.
- C. Structural Load Limitations of Existing Structure: Review load limitations of existing building structural framing systems related to selected demolition work.
  1. The original construction documents for the subject structure are not available. The Contract Documents for this project attempts to depict the original construction as best as field observations would allow, but the Contractor shall not consider these depictions to be complete and accurate.

#### 1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review as part of Volume III of the project manual. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
  - 4. Note that the paint coatings on the structural steel beams, joists and trusses were not sampled as part of the original hazardous material survey. The Contractor shall assume that the paint coatings used in the original construction shall contain hazardous materials and protect against those hazards during this work.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
  - 2. Maintain sanitary facilities in service during selective demolition operations.
- G. Pool Area: The existing structure is believed to be supported on concrete spread footings that bear on saturated soil. Contractor shall not undermine the foundations or reduce the load carrying capacity of the supporting soils to perform interior excavation work without an approved temporary shoring procedure.

#### 1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

### PART 2 PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6, OSHA Regulations and NFPA 241.
- C. Delegated Design: Engage a qualified professional engineer to design the shoring, shoring components and other produces or materials used for temporary shoring and bracing shall be in good condition and of adequate strength to support intended loads with appropriate safety factors.
  - 1. Shoring components and material shall be review by a competent person prior to use.
  - 2. Reference the most recent ASCE 37 (Design Loads on Structures During Construction) when developing this design.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.
  - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

#### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified elsewhere in the Contract Documents.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. All shoring systems shall be reviewed and certified by a New York State Professional Engineer engaged by the Contractor.
  2. Strengthen or add new supports when required during progress of selective demolition.
  3. Shoring shall meet local and national standards and regulations, including OSHA regulations.
  4. Shoring shall remain in place until the affected area has been stabilized and supported by permanent structural framing and foundation systems until reviewed and accepted by the Registered Design Professional (Structural).
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering, and chopping. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."
- E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

END OF SECTION

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