

**PROPOSED FACILITY PROJECTS  
for the  
TAPPAN FIRE DISTRICT**

**Bid 2108.01 A  
New Firehouse Facility  
135 Washington Street  
Tappan, NY 10989**

**Bid 2108.01 B  
Substation Alterations  
300 Western Highway South  
Tappan, NY 10989**

**Add Alternate Bid 2108.02  
New Annex Facility  
300 Western Highway South  
Tappan, NY 10989**

**PREPARED FOR:**

**TAPPAN FIRE DISTRICT  
PO Box 575  
TAPPAN, NY 10989**

**ARCHITECT:**

**SENDLEWSKI ARCHITECTS PC.  
215 ROANOKE AVENUE  
RIVERHEAD, NEW YORK 11901  
(631) 727-5352  
(845) 275-8859**

**PROJECT MANUAL  
APPLIES TO ALL TRADES**

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**ISSUED FOR BIDDING July 20, 2022**

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for the  
TAPPAN FIRE DISTRICT  
SPECIFICATION NO. 2108  
APPLIES TO ALL BIDDERS**

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**NOTICE TO BIDDERS  
TAPPAN FIRE DISTRICT**

**PLEASE TAKE NOTICE** that pursuant to a resolution of the Board of Fire Commissioners of the Tappan Fire District, Rockland County, New York, sealed bids for various facility construction projects including the following:

Bid 2108.01 A  
New Firehouse Facility  
135 Washington Street  
Tappan, NY 10989

Bid 2108.01 B  
Substation Alterations  
300 Western Highway South  
Tappan, NY 10989

Add Alternate Bid 2108.02  
New Annex Facility  
300 Western Highway South  
Tappan, NY 10989

Bids will be received by the Board of Fire Commissioners at the current Tappan Fire Department Washington Street firehouse, 123 Washington Street, Tappan, NY 10983 in the second-floor meeting room until 7:00 pm (prevailing time) on Monday the 22<sup>nd</sup> day of August 2022, at which time they will be publicly opened and read aloud.

All bid inquires including requests for bidding documents shall be directed to the project Architect, Jeffrey M. Sendlewski, RA, via email at [jeffs@firehouseplanner.com](mailto:jeffs@firehouseplanner.com).

Documents are available free of charge online via drop box by registering via email request to the above address. Documents are also available in full printed format when requested and paid in advance including postage with a non-refundable payment of One Hundred (\$100.00) Dollars via check made payable to the Tappan District for each set of documents obtained. Documents will be available commencing Wednesday July 20, 2022 through Wednesday August 3<sup>rd</sup> at which time no additional requests for bidding documents will be permitted.

The work shall be bid and awarded under Specification Number 2108 as four (4) separate prime contracts for General Construction, Mechanical, Plumbing and Electrical work.

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

Bids must be sealed in an envelope and shall bear on the face thereof the name and address of the Bidder as well as the specific contract(s) bid on as set forth above and shall be submitted as follows: By regular or express mail to: Tappan Fire District, PO box 525, Tappan, NY 10983 and be received by 4:00 pm on August 22, 2022; By FedEx or special delivery to Thomas Quinn, 54 Bennington Dr. Tappan, NY 10983 by 2:00 pm on August 22, 2022; or delivered personally by 7:00 pm August 22, 2022 at the Tappan Fire Department Washington Street firehouse located at 123 Washington Street, Tappan, NY 10983. All bids must be submitted on forms furnished by the Tappan Fire District, in accordance with the specifications and instructions to Bidders. The responsibility for having the bid received at the bid opening remains the sole responsibility of the bidder without exception.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable statutes and have a statement of non-collusion. All documents submitted in connection with this bid will become the property of the Fire District and the Fire District will not return bid documents.

The contract for the above item(s) will be awarded by the Board of Fire Commissioners to the lowest responsible bidder within forty-five (45) days of the bid opening. In cases where two or more responsible Bidders submit identical bids as to price, the Board of Fire Commissioners may award the contract to either of such bidders. The Board of Fire Commissioners reserves the right to reject all bids and re-advertise for new bids in its discretion and/or to waive any informality in any bid which it deems immaterial in nature.

There will be a highly recommended pre-bid conference starting at 11:00 am prevailing time on Wednesday the 10<sup>th</sup> day of August 2022 at the proposed Washington Street site located at 135 Washington Street, Tappan, NY 10983 followed by a visit to the Western Highway project site for the above noted bids.

BY ORDER OF THE BOARD OF FIRE  
COMMISSIONERS OF THE  
TAPPAN FIRE DISTRICT  
Rockland County, New York



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*AIA Document A701*

# Instructions to Bidders

1987 EDITION

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# INSTRUCTIONS TO BIDDERS

## **ARTICLE 1** **DEFINITIONS**

**1.1** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

**1.2** Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

**1.3** 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.

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

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

**1.6** An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

**1.8** A Bidder is a person or entity who submits a Bid.

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

## **ARTICLE 2** **BIDDER'S REPRESENTATIONS**

**2.1** The Bidder by making a Bid represents that:

**2.1.1** The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

**2.1.2** The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

**2.1.3** The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and

has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

**2.1.4** The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3** **BIDDING DOCUMENTS**

### **3.1 COPIES**

**3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

**3.1.2** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

**3.1.3** 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.

**3.1.4** In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**3.2.1** 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.

**3.2.2** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

**3.2.3** 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 shall not rely upon them.

### **3.3 SUBSTITUTIONS**

**3.3.1** The materials, products and equipment described in the Bidding Documents establish a standard of required function,

dimension, appearance and quality to be met by any proposed substitution.

**3.3.2** No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**3.3.3** If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

**3.3.4** No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

#### **3.4 ADDENDA**

**3.4.1** Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.

**3.4.2** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

**3.4.4** Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### **ARTICLE 4**

#### **BIDDING PROCEDURES**

##### **4.1 FORM AND STYLE OF BIDS**

**4.1.1** Bids shall be submitted on forms identical to the form included with the Bidding Documents.

**4.1.2** All blanks on the bid form shall be filled in by typewriter or manually in ink.

**4.1.3** Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

**4.1.4** Interlineations, alterations and erasures must be initialed by the signer of the Bid.

**4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

**4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture

of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

**4.1.7** Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each 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**

**4.2.1** If so stipulated in the Advertisement or Invitation to Bid, or supplementary instructions to bidders, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

**4.2.2** If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

**4.2.3** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

##### **4.3 SUBMISSION OF BIDS**

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

**4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

**4.3.4** Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

##### **4.4 MODIFICATION OR WITHDRAWAL OF BID**

**4.4.1** 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.

**4.4.2** 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 or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked 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.

**4.4.3** 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.

**4.4.4** Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

## **ARTICLE 5**

### **CONSIDERATION OF BIDS**

#### **5.1 OPENING OF BIDS**

**5.1.1** Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable time.

#### **5.2 REJECTION OF BIDS**

**5.2.1** The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

#### **5.3 ACCEPTANCE OF BID (AWARD)**

**5.3.1** It is the intent of the Owner to award a Contract to the lowest responsible 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 or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

**5.3.2** 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.

## **ARTICLE 6**

### **POST-BID INFORMATION**

#### **6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

**6.1.1** Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously

required and submitted as a prerequisite to the issuance of Bidding Documents.

#### **6.2 OWNER'S FINANCIAL CAPABILITY**

**6.2.1** The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven 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**

**6.3.1** The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

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

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

**6.3.3** Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

## **ARTICLE 7**

### **PERFORMANCE BOND AND PAYMENT BOND**

#### **7.1 BOND REQUIREMENTS**

**7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

**7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the

furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**7.1.3** If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

## **7.2 TIME OF DELIVERY AND FORM OF BONDS**

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

**7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

## **ARTICLE 8**

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

#### **8.1 FORM TO BE USED**

**8.1.1** Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS  
TAPPAN FIRE DISTRICT  
SPECIFICATION 2108**

1. All bids submitted shall remain in effect for a period of forty-five (45) days beyond the bid opening date for award of contract. Bidders may withdraw their bid if desired 45 days after the bid date in accordance with GML-105, at which point the next lowest bidder who has not withdrawn its bid shall be awarded the contract.
2. The award of contracts shall be subject to a bond authorization resolution to be approved by the voters of the Tappan Fire District. Should said bond issue be denied by the voters, all bids will be considered rejected without prejudice. The schedule for issuance of contracts after the bid shall be as follows:
  - August 22, 2022 Bid Opening
  - September 27, 2022 Bond Referendum Vote
  - October 6, 2022 Anticipated award of contracts
1. The lowest three bidders for each contract shall be required to submit to the Architect a complete Schedule of Values AIA G703 including a complete breakdown of all overhead General Conditions, materials, labor, etc. for all individual portions of the work. Said information shall be provided to the Architect's office within 7 days of the bid opening. Bidders who fail to provide said breakdown within the specified period may have their bids rejected. Refer to attached schedule breakdown for all trades.
2. The project shall be bid to include the new Washington Street firehouse facility and the Western Highway existing substation to be combined as one (1) base bid that can only be awarded as one single combined contract to include both projects. The annex facility at Western Highway, including all utilities, utility upgrades and sitework, shall be included as an add alternate bid and may be accepted or rejected by the owner. If accepted, the bid award will be based on the combined total of all three projects to determine the lowest bid. If rejected the combined total of only the Washington facility and substation shall used to determine the lowest bid.
3. Additional add/deduct alternates relating to each individual project can only be accepted if the respective contracts are awarded for said project. If accepted the alternates to each specific project shall be added to the base bid cost to determine the lowest bid. If not accepted, the award shall be based on the lowest combination of the base bid and any other accepted alternates
4. Unit prices included in the bid shall be utilized in conjunction with the awarded contract and are not utilized to determine the lowest bid in any capacity. Said

prices shall be applied, including all overhead and profit, for additions and deletions from the contract scope of work associated with said unit costs.

5. All proposals must be accompanied by a bid deposit in the form of an acceptable Bid Bond payable to the order of the Tappan Fire District for five (5) percent of the aggregate amount of this bid. Contractors shall use the AIA Document A310 or comparable Bond form for compliance with the Bid Bond requirements. It is understood that the bid bond amount shall be surrendered to the Tappan Fire District in its entirety if the Bidder fails to enter into contract for the Bid amount or provide the required performance bonds be provided to owner not later than ten (10) days from receipt of fully executed contract. The bidders who bid more than one contract may include one bond covering all contracts bid. Bids submitted without a duly issued bid bond will not be considered.
6. The bid form shall be completely filled in ink or shall be typed. All applicable blank spaces for bid prices must be filled in, both in words and figures. In case of any discrepancy in the price or amount bid for any item in the proposal, the price as expressed in word shall govern. No bid will be accepted which contains any changes, additions, alterations, omissions, erasures or items not called for in the proposal, unless otherwise stated. The form of acknowledgment of the Bidder must be complete. Conditional Bids will not be accepted.
7. All bids shall be made upon the forms contained in this bid package and shall be contained in sealed envelopes clearly marked with the name of the project and Contract #. Sealed Bids shall be delivered to the Tappan Fire District accordance with the time and date published in the Notice to Bidders for each bid. The envelope shall bear the name of the Bidder and their address. If forwarded by registered mail or by hand, the sealed envelope containing the Bid must be enclosed in another sealed envelope addressed as specified above.
8. Any and all responsibility and liability for delivering the sealed bid to the place of opening remains solely the responsibility of the bidder.

\*\*\*End of Supplemental Instructions\*\*\*



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*AIA Document A201*

# General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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This document has been approved and endorsed by the Associated General Contractors of America.

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding 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 Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

##### 1.1.3 THE WORK

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

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

##### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

##### 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equip-

ment, construction systems, standards and workmanship for the Work, and performance of related services.

##### 1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### 1.2 EXECUTION, CORRELATION AND INTENT

**1.2.1** The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

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

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

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

#### 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

**1.3.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the

Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

#### **1.4 CAPITALIZATION**

**1.4.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

#### **1.5 INTERPRETATION**

**1.5.1** 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.

## **ARTICLE 2**

### **OWNER**

#### **2.1 DEFINITION**

**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 term "Owner" means the Owner or the Owner's authorized representative.

**2.1.2** The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

#### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

**2.2.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**2.2.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assess-

ments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**2.2.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

**2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

**2.2.6** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

#### **2.3 OWNER'S RIGHT TO STOP THE WORK**

**2.3.1** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order 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 Subparagraph 6.1.3.

#### **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**2.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.1 DEFINITION**

**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 term "Contractor" means the Contractor or the Contractor's authorized representative.

## **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

**3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

## **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, unless Contract Documents give other specific instructions concerning these matters.

**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 performing portions of the Work under a contract with the Contractor.

**3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.3.4** The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

## **3.4 LABOR AND MATERIALS**

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

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

## **3.5 WARRANTY**

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

## **3.6 TAXES**

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

## **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **3.8 ALLOWANCES**

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

**3.8.2** Unless otherwise provided in the Contract Documents:

- .1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

### 3.9 SUPERINTENDENT

**3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

**3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

**3.10.3** The Contractor shall conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for

which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

**3.12.5** The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

**3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

**3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

**3.12.10** Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

**3.12.11** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### 3.13 USE OF SITE

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### 3.14 CUTTING AND PATCHING

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

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the

Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES AND PATENTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

**3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 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 this Paragraph 3.18 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.18.3** The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Archi-

tect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

**4.1.3** In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect.

**4.1.4** Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to arbitration.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument 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 to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when 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 quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

**4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Con-

tractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**4.2.4 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

**4.2.6** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying

out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

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

### 4.3 CLAIMS AND DISPUTES

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.2 Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

**4.3.3 Time Limits on Claims.** Claims by either party must be made 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. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 Waiver of Claims: Final Payment.** 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; or
- .3 terms of special warranties required by the Contract Documents.

**4.3.6 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

#### **4.3.8 Claims for Additional Time**

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

**4.3.8.2** 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 and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

**4.3.9 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1** The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**4.4.2** If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

**4.4.3** If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

**4.4.4** 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 notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any 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.

#### **4.5 ARBITRATION**

**4.5.1 Controversies and Claims Subject to Arbitration.** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.4.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.

**4.5.2 Rules and Notices for Arbitration.** Claims between the Owner and Contractor not resolved under Paragraph 4.4 shall, if subject to arbitration under Subparagraph 4.5.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

**4.5.3 Contract Performance During Arbitration.** During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

**4.5.4 When Arbitration May Be Demanded.** Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.3.2.

**4.5.4.1** When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.5.4.2** A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.1 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

**4.5.5 Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**4.5.6 Claims and Timely Assertion of Claims.** A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

**4.5.7 Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

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

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

#### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.

### 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1** By appropriate agreement, written where legally required for validity, 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 which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall 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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

## ARTICLE 6

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

**6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### 6.2 MUTUAL RESPONSIBILITY

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

**6.2.5** Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

**6.2.6** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

### 6.3 OWNER'S RIGHT TO CLEAN UP

**6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

## ARTICLE 7

### CHANGES IN THE WORK

#### 7.1 CHANGES

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

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

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

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### 7.2 CHANGE ORDERS

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

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

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

#### 7.3 CONSTRUCTION CHANGE DIRECTIVES

**7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for 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 Subparagraph 7.3.6.

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

**7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**7.3.7** Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

## 7.4 MINOR CHANGES IN THE WORK

**7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## 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. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

#### 8.2 PROGRESS AND COMPLETION

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

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**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 progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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 Paragraph 4.3.

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

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 CONTRACT SUM

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

#### 9.2 SCHEDULE OF VALUES

**9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

#### 9.3 APPLICATIONS FOR PAYMENT

**9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

**9.3.1.1** Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

**9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**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 applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

#### 9.4 CERTIFICATES FOR PAYMENT

**9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the

Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3** failure of the Contractor to make payments properly to Subcontractors or 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 another 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** persistent failure to carry out the Work in accordance with the Contract Documents.

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

## **9.6 PROGRESS PAYMENTS**

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

**9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

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

**9.6.4** Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 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.

## **9.7 FAILURE OF PAYMENT**

**9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

## **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 prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or desig-

nated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make

such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

**9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material 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. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**10.1.2** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

**10.1.3** The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

**10.1.4** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

#### **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 or the Contractor's Subcontractors or Sub-subcontractors; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, 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 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 owners and users of adjacent sites and utilities.

**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 Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### **10.3 EMERGENCIES**

**10.3.1** 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 Paragraph 4.3 and Article 7.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, 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; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## **11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

## **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity

other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.1.1** Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

**11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

**11.3.1.3** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

**11.3.1.4** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

**11.3.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining 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, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

**11.3.7 Waivers of Subrogation.** 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**11.3.8** A loss insured under Owner's property insurance 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 Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

**11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.11** Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **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.

**11.4.2** 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 permit a copy to be made.

### **ARTICLE 12**

#### **UNCOVERING AND CORRECTION OF WORK**

##### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's observation 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 which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

##### **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

**12.2.2** 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 Subparagraph 9.9.1, or by terms of an 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year 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 performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

**12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**12.2.5** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 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**

**12.3.1** If the Owner prefers to accept Work which 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**

**13.1.1** The Contract shall be governed by the law of the place where the Project is located.

#### **13.2 SUCCESSORS AND ASSIGNS**

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

#### **13.3 WRITTEN NOTICE**

**13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

#### **13.4 RIGHTS AND REMEDIES**

**13.4.1** 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.

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

#### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures.

The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

**13.5.3** If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.

**13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

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

### **13.6 INTEREST**

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

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

- .1 Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## **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 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction;
- .2** an act of government, such as a declaration of national emergency, making material unavailable;
- .3** because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 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; or
- .5** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.1.3** If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

- .1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**14.2.2** When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to jus-

tify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

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

**14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the

Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

**14.3.2** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. 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.

**14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

## SPECIFICATION 2108 SUPPLEMENTAL CONDITIONS

1. Each Contractor shall maintain Worker Compensation and General Liability Insurance naming additional insureds. Liability Insurance shall be in the amount indicated on the following sample A.I.A. G705 form for each bid. Certificates of Insurance naming the Tappan Fire District, the owners project clerk and Sendlewski Architects PC as additional insureds shall be provided within ten (10) days from receipt of fully executed contract.
2. Contractor shall be liable for any theft or vandalism to his work or delivered materials until acceptance of his work.
3. The work of all contractors shall be substantially complete within **548** calendar days, including an allowance of forty five (45) weather work day delays, after the date of commencement included in the contract or established in writing if different than said date. Contractors shall complete all punchlist and project closeouts within sixty (60) days of substantial completion. The daily (work day) unit price included in the bid shall be used for additional costs for approved schedule delays due to weather to be approved by change order.
4. Each prime contractor shall be allotted an area for storage of materials and shall provide a suitable lockable container to purchase and store materials for later installations to avoid inflationary price increases affecting the purchase price included in the bid. There will be no change orders considered for pricing increases of materials due to inflation or supply during the contract period.
5. Five Percent (5%) retainage will be withheld from each payment approved to the Contractors and shall be paid upon completion and final acceptance of all aspects of the work including submission of all Record Documents, Warranties, Lien Releases, etc.
6. A performance bond and material and labor payment bond, each in the amount of One Hundred Percent (100%) of this Contract amount will be required for each contract via AIA forms A312 with any and all supporting documentation.
7. If there is any conflict in the bidding documents related to items specified or required for any contractor to complete his work, the item of greater value shall prevail and shall be included in the contractors bid.
8. Contract format shall be AIA Document A101 Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.
9. Each prime contractor shall be required to list the names of all employees, names of all subcontractors and the names of all subcontractor employees that will be working at the project site.
10. All workers at the site shall be required to sign in and out of the project site upon entering and leaving with the project clerk of works and each individual project superintendent for each individual prime contract. Superintendent shall provide copies of said sign in sheets along with the necessary signed payroll documentation for each billing period in conjunction with each payment request.
11. Each prime contractor shall have a project superintendent designated for this project who will be present at the site when any work is completed in conjunction with said prime contract. Said prime representative shall be in attendance at all job meetings. The duration for mandatory weekly job meetings is to be a minimum of two (2) hours. A direct cell phone number for each project representative shall be provided to the owner's job clerk, the architect, and to the project representative of other prime trades for coordination purposes for the duration of the project.

12. Each contractor shall be required to complete a coordinated project schedule and project coordination documentation. Signed copies of said schedule and coordination schedule shall be maintained at the job site office for the duration of construction. Superintendent shall also hold an on site weekly coordination every Monday at 9:00 am to coordinate the work and schedules for completing the work during that week.
13. The performance bond and payment bond are two separate forms, both of which must be provided by the successful bidder.
14. All trades shall be obligated to cooperate with other trades, the owner's clerk of works and the architect. All trade contractors shall be represented at all project meetings.
15. The requirements contained herein shall be deemed part of the AIA contract AIA A201 General Conditions. In the event of any conflict between these conditions and any provisions of specification 2108 supplemental conditions, the provisions of supplemental conditions shall control except as indicated in article 7 of these supplemental conditions.

\*\*\*End of Supplemental Conditions\*\*\*

# Prevailing Wage

[Home](#) > Prevailing Wage

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2022008365

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

Acceptance Status: Accepted Article 8

## Contracting Agency

Tappan Fire District  
Dennis Leote  
Treasurer  
300 Western Highway  
Tappan NY 10983  
  
(845) 323-0186  
treasurer@tappanfire.com

## Send Reply To

Martin Sendlewski  
Architect  
215 Roanoke Avenue  
Riverhead NY 11901  
  
(516) 971 -9715  
mfs@firehouseplanner.com

## Project Information

**Project Title** New facilities and alterations  
**Description of Work** Construction of new firehouse facility, alterations to existing substation and new annex facility  
**Contract Id No.** 2108  
**Project Location(s)** 135 Washington Street  
**Route No / Street Address** 300 Western Highway  
**Village / City** Tappan  
**Town** Orangetown  
**State / Zip** NY 10983  
**Nature of Project** New Building  
**Approximate Bid Date** 08/22/2022  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

## Applicable Counties

Rockland

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 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.

9 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 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## 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:

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

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

Name and Title:

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

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 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.

9 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 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## **12 DEFINITIONS**

**12.1** 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 Con-

tractor 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.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

### **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:

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

### CONTRACTOR AS PRINCIPAL

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

### SURETY

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

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

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

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1 The Contractor and the 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.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

**15 DEFINITIONS**

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**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:

Indemnification and Hold Harmless and Insurance Requirements  
For the Tappan Fire District Firehouse Construction Contract

For the Following Project:

**Tappan Fire District firehouse projects including the new Washington Street facility, Western Highway substation alteration and Western Highway annex if accepted as an alternate**

The Owner:

**Tappan fire district  
PO Box 575  
Tappan, NY 10989**

The Architect:

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

**The Clerk of the Works:**

**TBD**

**INSURANCE**

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

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

4. Personal and Advertising Injury Liability
  5. Independent Contractors
  6. Endorsements must be furnished reflecting the inclusion of the interests of Owner and naming it as an Additional Insured on a primary and noncontributing basis.
  7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
  8. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of New York.
  9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- D. Coverage provided under the Commercial General Liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. This policy shall name Tappan Fire District as an additional insured.
  - E. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) dollars.
  - F. The above insurances shall each contain the following wording verbatim: “The Tappan Fire District is interested in the maintenance of this insurance, and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to Tappan Fire District, PO box 575, Tappan, NY 10989 by certified mail – return receipt requested.”
  - G. The amount of insurance contained in the insurance coverage shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
  - H. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the Architect which shall be subject to the Owner and the Architect approval of adequacy of protection and the satisfactory character of the Insurer.
  - I. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
  - J. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) dollars per occurrence

and Two Million (\$2,000,000) dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

**HOLDHARMLESS /INDEMNIFICATION**

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2014

---

Public Notary

**BID FORM**  
**SPECIFICATION NO.**  
**Tappan Fire District**  
**PO box 575**  
**Tappan, NY 10989**

NAME OF BIDDER: \_\_\_\_\_

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

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

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

The bidder mentioned above being duly sworn deposes and says:

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

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

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

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

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

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

Ninth: BID SECURITY

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

Tenth: COMPLETION

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

Eleventh: NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law, Section 103-d  
(Submit with Bid Proposal Form)

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or

agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other bidder or with any competitor;

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

B. A bid shall not be considered for award nor shall award be made here A-1, 2, and 3 above have not been complied with provided, however, that if in any case the bidder shall so state and shall furnish with a bid a signed statement which sets forth in detail the reasons therefore, where A-1, 2, and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completion.

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

- C. If the bidder is a corporation, the corporation shall be deemed to have been authorized by the Board of Directors of the bidder to make the above certification and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation, provided by General Municipal Law Section 103 d (2).

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

Thirteenth: On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract within fourteen (14) days of date of notice of award, and to comply in all respects with the provisions set forth in "Instructions for Bidders" and "General Conditions of Contract" in relation to

security for the faithful performance of the terms of said contract.

Fourteenth: That the bids submitted will be held without increase in amount for a period of forty-five (45) days following the date of the bid opening without exception, in accordance with General Municipal Law 105.

Fifteenth: That by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one G of the labor law

Sixteenth: That unit prices shall be included as a condition of the contract for changes during construction as included by each bidder in "Attachment A Unit Prices" as attached to this bid form for both additions (extra) and deletions (credit) on the scope of work as related to said alternate unit prices by change order:

seventeenth: That the amount of the bid and alternates are as follows:

**GENERAL CONSTRUCTION BIDS**

**BASE BID GC2108.01A GENERAL CONSTRUCTION for New Washington Street firehouse:**

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

\_\_\_\_\_  
(\$ \_\_\_\_\_)

**ADD ALTERNATE GC2108.01A (add 1) – Bifold Apparatus Bay Doors:**

This add alternate to provide and install three (3) new bifold apparatus bay doors and controls including any and all preparation work required for the opening to receive said door (blocking brackets, etc.) shall be in the amount of:

\_\_\_\_\_  
(\$ \_\_\_\_\_)

**ADD ALTERNATE GC2108.01A (add 2) – Installation of insulation and coordination with mechanical contractor for radiant ice melt apron:**

This add alternate to provide 2” rigid insulation under the new concrete front apron and coordination with mechanical contractor for the installation of radiant slab tubing shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**DEDUCT ALTERNATE GC2108.01A (deduct 1) – Roll-up Apparatus Bay Doors:**

This deduct alternate to remove the three (3) specified roll up apparatus bay doors and controls including any and all preparation work required for the opening to receive said door (blocking brackets, etc.) shall be in the amount of :

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**BASE BID GC2108.01B GENERAL CONSTRUCTION for Western Highway substation alterations:**

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

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE GC2108.01B (add 1) – New Apparatus Bay Doors:**

This add alternate to provide and install two (2) new upward acting sectional apparatus bay doors and controls including any and all preparation work required for the opening to receive said door (blocking brackets, etc.) shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE BID GC2108.02 GENERAL CONSTRUCTION work for Western Highway new annex facility:**

This add alternate bid for all General Construction work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the new Western Highway annex facility as included in the drawings, specifications and addenda

shall be in the additional amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE GC2108.02 (add 1) – Alternate metal roofing:**

This add alternate to provide and a new standing seam metal roof in lieu if the asphalt shingle roof included 8n the base bid shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**MECHANICAL BIDS**

**BASE BID M2108.01A MECHANICAL work for New Washington Street firehouse:**

This base bid for all Mechanical work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE M2108.01A (add 1) – Installation of insulation and coordination with general contractor for radiant ice melt apron:**

This add alternate to provide an ice melt system for the new apparatus concrete front apron and coordination with general contractor for the installation of radiant slab tubing shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**BASE BID M2108.01B MECHANICAL work for Western Highway substation alterations:**

This base bid for all Mechanical work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE BID M2108.02 MECHANICAL work for Western Highway new annex facility:**

This add alternate bid for all Mechanical work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the new Western Highway annex facility as included in the drawings, specifications and addenda shall be in the additional amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**PLUMBING BIDS**

**BASE BID P2108.01A PLUMBING work for New Washington Street firehouse:**

This base bid for all Plumbing work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**BASE BID P2108.01B PLUMBING work for Western Highway substation alterations:**

This base bid for all Plumbing work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE BID P2108.02 PLUMBING work for Western Highway new annex facility:**

This add alternate bid for all Plumbing work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the new Western Highway annex facility as included in the drawings, specifications and addenda shall be in the additional amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ELECTRICAL BIDS**

**BASE BID E2108.01A ELECTRIC work for New Washington Street firehouse:**

This base bid for all electric work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**BASE BID E2108.01B ELECTRIC work for Western Highway substation alterations:**

This base bid for all electric work including all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the Washington Street New Firehouse facility as included in the drawings, specifications and addenda shall be in the amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**ADD ALTERNATE BID E2108.02 ELECTRIC work for Western Highway new annex facility:**

This add alternate bid for all electric work including any and all materials, labor, installations, coordination with other trades for all work indicated in the drawings and specifications and as required for a complete installation of all work for the new Western Highway annex facility as included in the drawings, specifications and addenda shall be in the additional amount of:

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**BIDDER AUTHORIZATION:**

Corporate or Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name & Title

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

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

**For Corporate Bidders:**

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

**ATTACHMENT 'A'**

ADD/DEDUCT UNIT PRICE LIST: The below listed add/deduct alternate prices shall be used during construction to determine the additional or deducted price to be applied for an extra or credit change order if said items are added or deducted from the awarded contract amounts.

**GENERAL CONSTRUCTION:**

UNIT	PRICE
Linear foot of concrete curbing	/lin. Ft.
Square foot of 10" thick 5,000 PSI reinforced concrete apron	/Sq. ft.
Square foot of asphalt paving (6" RCA, 4" binder, 2" wearing)	
Linear foot of site SDR piping (12")	/lin. Ft.
Door & frame per unit, installed (3'-0" X 7'-0" standard)	Ea.
Access panel (24"x 24" insulated 1 hr. rated) installed	Ea.
Electric strike installation (HES 5000/9500 model)	Ea.
6" Framed/insulated/5/8" finished gyp. bd. Wall 11'-3" high	/lin. Ft.
6" Framed/insulated/5/8" finished gyp. bd. Wall 13'-4" high	/lin. Ft.
Helical pile installation per foot of depth	/Lin. Ft.
Per work day overhead, profit and general conditions	/Day

**ELECTRICAL:**

Power outlet, switch,	Ea.
Electric line voltage wire per linear foot	/lin. Ft.
Low voltage wiring (Cat6) per linear foot	/lin. ft.
Electric strike power/control wiring per ft.	/lin. Ft.
Smoke/heat detector wiring per foot	/lin. Ft.
Smoke/heat detector	Ea.
Per work day overhead, profit and general conditions	/Day

**PLUMBING:**

Linear foot of ½" domestic water piping	/lin. Ft.
Linear foot of ¾" domestic water piping	/lin. Ft.
Linear foot of 1" domestic water piping	/lin. Ft.
Linear foot of sanitary piping 4"	/lin. Ft.
Linear foot of sanitary piping 3"	/lin. Ft.
Linear foot of sanitary piping 2"	/lin. Ft.
Per work day overhead, profit and general conditions	/Day

TAPPAN FIRE DISTRICT

MECHANICAL:

½ " Hydronic piping insulated	/lin. ft.
¾ " Hydronic piping insulated	/lin. ft.
1" Hydronic piping insulated	/lin. ft.
Condensate piping per linear foot	/lin. Ft.
90 degree or Tee fitting	Ea.
Per work day overhead, profit and general conditions	/Day

**TAPPAN FIRE DISTRICT  
CONTRACTORS QUALIFICATION SUMMARY  
(THIS COMPLETED FORM SHALL BE SUBMITTED WITH BID  
AND DEEMED PART THEREOF)**

NAME OF BIDDER: \_\_\_\_\_

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

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

TYPE OF ENTITY: CORPORATION \_\_\_\_ PARTNERSHIP \_\_\_\_ INDIVIDUAL \_\_\_\_

If a non-publicly owned corporation:

NAME OF CORPORATION: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

List principal stockholders (holding over 5% of outstanding shares)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIST OFFICERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a partnership:

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

PARTNERS: \_\_\_\_\_

\_\_\_\_\_

If the business is conducted under as assumed name, a copy of the certificate is required to be filed under the New York General Business Law must be attached.

## QUALIFICATION SUMMARY (CONT.)

1. If other than corporation or partnership, describe organization and name principals:
2. We normally perform \_\_\_\_\_% of the work with our own forces. List trades below:
3. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
4. Has any officer or partner of your organization ever been an officer or a partner of another organization that failed to complete a construction contract? If so, state circumstances:
5. List the construction experiences of the principal individuals of your organization:
6. Bank references: (List Primary Bank and Phone Number)

## QUALIFICATION SUMMARY (CONT.)

7. Name of Bonding Company and name and address of agent:

8. Project References:

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The Fire District and their representatives reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

a. Three (3) Architect References (Name of Architect, Project and Phone No.):

b. Fire District or Municipal Project References:  
(Include Name of District, Project and Phone No.)

c. Other References (Optional):

Dated: \_\_\_\_\_

Prepared By: \_\_\_\_\_

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

## **SPECIFICATION 2108**

### **DIVISION 1 - GENERAL REQUIREMENTS**

#### **SECTION 01010 - SUMMARY OF WORK**

##### **01010.0100 GENERAL**

1. This project includes the construction of three (3) separate projects which include a new firehouse facility at Washington Street including associated sitework and utilities (to be bid as base bid), alterations to the existing Western Highway substation (to be bid as base bid) and a new annex facility including site work and utilities (to be bid as add alternate).
2. The project manual and specifications shall apply to all projects as one (1) bid document.
3. The project drawings shall apply to each of the individual projects being bid as broken down individually on the cover sheet for each individual bid. Each trade shall be required to examine and take into account the drawings for each trade to ascertain the entire scope of the entire project and as required to coordinate work between trades.

##### **General Construction Scope of Work:**

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

1. Temporary drainage sumps, SWPPP on site practice management, maintaining of all on site stockpiled materials including silt fencing, etc. as required to carry out the work.
2. Complete demolition of the existing garage facility at the Washington Street site including the building and foundation and removal of all site asphalt and concrete walks (staged as required by schedule) as required for new installations. Electrician shall remove electric service and plumbing contractor shall cut back existing water service as required for re-use.
3. Complete preparation of construction site(s) including full temporary fencing of the portion of the property to be utilized during construction, establishing construction entrance with stone apron and lockable gate.
4. Providing an internet based on site surveillance camera (one at Washington Street and two at western highway [only one if the add alternate is not accepted] with a bird's eye view of the projects sites. Owner and architect shall be given full remote access to site surveillance cameras.

5. On-site construction trailer including an office for the exclusive use of the owners on site project clerk shall be provided at the Washington Street location. Portable toilet facilities shall be provided at both locations. GC shall be responsible for snow removal at Washington Avenue site.
6. Preparing and maintaining the overall project schedule including coordination and inclusion of tasks and duration of the work of other trades. The duration schedule will be prepared within seven (7) days of notice of award of contract and distributed to all trades for their review and input of their own durations.
7. Assigning a full-time on-site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the work of the general construction phase of the project including the work of any and all sub-contractors.
8. Coordinating all work with the work of other trades including specific sequencing of any and all chases, shafts, openings in floors and decks, recessed wiring, piping and roughing, etc.
9. Coordinating all work along Washington Street with the Town of Clarkstown department of Highways and County DPW as required for any and all roadwork, curb and sidewalk installations and related work.
10. Coordinating any and all town building department, fire marshal, and any and all other required permits and inspections (excluding the inspections required by other trades) and obtaining on behalf of the owner a final certificate of occupancy for the facility and related site work. The owner shall pay for all permit fees.
11. Coordinating any and all third-party testing throughout the duration of the project. The testing will be completed by a licensed testing company approved by the owner and architect. Testing shall be included via an allowance of thirty thousand dollars (\$30,000.00) in the general construction base bid. Any unused funds shall be returned to the owner via credit change order. If fees exceed the allowance the balance shall be paid to the contractor by change order.
12. Providing all field surveying as required to establish benchmarks, stake out the building, curbs, drainage, etc. as required to carry out the work. The final as built survey shall be completed by the owner's surveyor and paid for by the owner.
13. Development of all site work for the overall project(s) including clearing, excavation, grading drainage, retaining walls, curbs, walks, aprons, fencing and landscaping.
14. Maintaining new grass and landscaped areas after completion until substantial completion including weekly mowing. All landscaped areas to be weeded prior to turning the facility over to the owner after substantial completion.
15. Construction of new Type II B Construction Classification firehouse and annex (as add alternate) facilities and alterations to the existing substation facility including site work, selective demolition, building demolition, concrete, masonry, steel frame and miscellaneous steel work, rough and finished Carpentry work, thermal and moisture systems including insulation, damp proofing, roofing, etc.,

- doors, windows and hardware, any and all finishes including interior and exterior materials not factory finished, specialties, equipment including all kitchen equipment and gear racks, elevator, HC lift and any and all other work not necessarily specified but required to be included for completion of all aspects of the project.
16. Providing temporary heat during construction including any and all tenting, heating blankets, interior building heating and temporary dehumidification throughout the finished areas of the facility (excluding the bay and ancillary areas) as required to maintain humidity levels between 25 and 55 relative humidity for finishing and casework installations. Temporary heating and dehumidification shall be included via an allowance of twenty-five thousand dollars (\$25,000.00) in the general construction base bid. Any unused funds shall be returned to the owner via credit change order. If fees exceed the allowance the balance shall be paid to the contractor by change order.
  17. Providing a temporary generator as required to complete and test the elevator during installation prior to electric being made available within the new facility shall be included in the base bid.
  18. The general contractor shall coordinate and schedule any and all on site inspections, testing, etc. as required to file for and obtain the final certificate of occupancy on behalf of the owner. The final as built survey shall be provided by the owner.
  19. The general construction base bid contract shall include an allowance of thirty-five thousand dollars (\$35,000.00) to be used for approved field changes during construction without requiring a change order for the Washington Street and substation projects. An additional allowance of twenty thousand dollars (\$20,000.00) shall be included in the alternate bid for the annex add alternate bid.
  20. In the general construction bid, provide a dumpster allowance of twenty thousand dollars (\$20,000.00) for dumpster usage during construction. All costs above that amount shall be issued by change order. Dumpsters shall be used by all trades.
  21. Refer to the drawings and individual specification sections for additional scope of work requirements.

**Mechanical Scope of Work:**

1. The scope of work for Mechanical work shall include providing all materials, labor, equipment, installations, coordination with other trades, etc. for the completion of any and all work included and or reasonable inferred to in the construction documents, specifications and related documents, including but not limited to the following:
2. Complete preparation AutoCad coordination base drawings and mechanical and ductwork installation which will also be used for plumbing and electrical coordination documentation to be added.

3. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Mechanical work.
4. Assigning a full time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the mechanical work during the project including the work of any and all sub-contractors.
5. Coordinating all work with the work of other trades.
6. Coordinating any and all town building department, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and third-party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with mechanical installations shall be included as part of the base bid contract.
7. Installation of any mechanical systems including boilers, piping, hydronic systems, HVAC systems, rooftop equipment, insulation, kitchen hood and ansul system, etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
8. Preparation of all documents and applications and providing certificates of insurance naming the town as additional insured as required for the installation of any work requiring a permit including the hood and ansul system. Any permit fees shall be paid for by the owner.
9. Preparing and submitting any and all applications and documents for approval of water service alterations and new gas service from the respective utility companies. Owner shall pay for utility connection fees if any.
10. The mechanical base bid contract shall include an allowance of fifteen thousand dollars (\$15,000.00) to be used for approved field changes during construction without requiring a change order for the Washington Street and substation projects. An additional allowance of five thousand dollars (\$5,000.00) shall be included in the alternate bid for the annex add alternate bid.
11. Refer to the drawings and individual specification sections for additional scope of work requirements.

**Plumbing Scope of Work:**

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

1. Preparation of coordination drawings on AutoCad base drawings provided by the mechanical contractor which will also be used for coordination documentation between all trades.
2. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Plumbing work.

3. Assigning a full-time on-site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the plumbing work during the project including the work of any and all sub-contractors.
4. Coordinating all work with the work of other trades.
5. Coordinating any and all town building department, fire marshal, sewer district and any and all other required inspections (excluding the inspections required by other trades) and third-party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with plumbing installations shall be included as part of the base bid contract.
6. Excavating, exposing and altering the existing Washington Street water service as required to provide temporary construction service with RPZ as required by the water company. This service shall be altered and re-used for the new facility.
7. Installation of any plumbing systems including water services (alter existing at Washington and new at annex as add alternate) including RPZ devices, hot box, gas service and piping to all building equipment and generator (at Washington and at annex as add alternate), plumbing piping and insulation, plumbing devices and fixtures etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
8. Preparation of all documents and applications and providing certificates of insurance naming the town and sewer district as additional insured as required for the installation of the water, gas and sewer utility connections. Coordinate trenching and layout of utilities with locations of utilities of other trades. All plumbing excavation is included in this contract. Any permit fees shall be paid for by the owner.
9. The plumbing base bid contract shall include an allowance of ten thousand dollars (\$10,000.00) to be used for approved field changes during construction without requiring a change order for the Washington Street and substation projects. An additional allowance of five thousand dollars (\$5,000.00) shall be included in the alternate bid for the annex add alternate bid.
10. Refer to the drawings and individual specification sections for additional scope of

**Electrical Scope of Work:**

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

1. Preparation of coordination drawings on AutoCad base drawings provided by the mechanical contractor which will also be used for coordination documentation between all trades.

2. Providing the general contractor with an overall project schedule including tasks and duration of the work of associated with the installation of Plumbing work.
3. Assigning a full-time on site project manager for the duration of the project who will be in attendance at all job meetings and shall oversee the plumbing work during the project including the work of any and all sub-contractors.
4. Coordinating all work with the work of other trades.
5. Providing temporary service to trailer and Washington Street construction site including new poles, H frame exterior meter and panel including an allowance of four thousand dollars (\$4,000.00) for electric usage during construction.
6. Providing temporary lighting during construction.
7. Coordinating any and all town electrical, fire marshal, and any and all other required inspections (excluding the inspections required by other trades) and third party testing and providing copies of said inspections to the general contractor as required to obtain the final certificate of occupancy for the facility and related site work. The cost of all testing associated with electrical installations shall be included as part of the base bid contract.
8. Preparation of all documents and applications and providing certificates of insurance naming the town as additional insured as required for the installation of the fire alarm and utility connections. Any permit fees shall be paid for by the owner. Coordinate trenching and layout of utilities with locations of utilities of other trades. All electrical excavation is included in this contract
9. Installation of any electrical systems including electric services (temporary and permanent), site lighting, building electric and lighting including temporary power and lighting, conduit and wire for systems to be completed by others (access, surveillance, data, phone), all electrical devices and fixtures, gas fired generator, etc. and all other work not necessarily specified but required to be included for completion of all aspects of the project.
10. The electric base bid contract shall include an allowance of twenty-five thousand dollars (\$25,000.00) to be used for approved field changes during construction without requiring a change order for the Washington Street and substation projects. An additional allowance of ten thousand dollars (\$10,000.00) shall be included in the alternate bid for the annex add alternate bid.
11. Refer to the drawings and individual specification sections for additional scope of work requirements.

#### 01010.0200 DRAWINGS AND SPECIFICATIONS

- A. The successful contractors shall be furnished upon request additional contract documents free of charge.
- B. Additional documents will be furnished as deemed necessary by the Architect.

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

#### 01010.0300 LAYING OUT

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

#### 01010.0400 COORDINATION

- A. All prime contractors shall be required to coordinate and schedule their work with other prime contractors as required to facilitate sequencing, coordination, etc. It shall be the responsibility of each contractor to notify the other prime contractors of conditions that will affect their work that will require coordination and/or verification. No change orders will be considered for costs incurred due to lack of proper coordination. All notifications between prime contractors shall be in writing or via meeting minutes to be considered valid. Contractors who do not comply with notices or schedules for coordination required by other contractors shall have any additional costs borne by subsequent contractors deducted from their contract.

- B. Each contractor shall review the entire set of drawings to coordinate their work with work of other trades and to verify information that will affect their work. (i.e. reflected ceiling plan takes precedence over other drawings for locations of lighting fixtures, sprinkler heads, etc.) In general, locations indicated on architectural plans takes precedence over other documents. Architect shall provide interpretation of locations etc. when requested.
- C. Trades shall coordinate work with other trades.
- D. Each contractor shall maintain one set of marked up drawings to indicate any and all deviations for as built conditions and shall turn over same to Architect upon completion of project.
- E. Each Contractor shall provide other prime contractors with any and all inserts, sleeves, etc. and any additional information necessary for items to be incorporated into their work. Each contractor shall install sleeves and inserts for other trades into their work.
- F. All contractors shall review and sign off coordination drawings prior to start of work in AutoCad format as follows:
1. Architect shall provide Autocad disk of floor plan and structural plans to general contractor to insert finish floor and ceiling elevations and pertinent structural steel elevations.
  2. Mechanical contractor to add all ducting, equipment, piping, sleeve locations, etc. and elevations.
  3. Plumbing contractor to add all piping, sleeve locations, etc. and elevations.
  4. Electrical contractor to include all fixtures and verify required clearance.
  6. Each prime contractor shall note location and elevation of sleeves blocking, supports, etc. to be provided and installed by other trades.
  7. All contractors must sign documents to be maintained at the project site.
- G. Trade Coordination Notifications and Critical Path items:**  
The following items apply to all trades and shall be coordinated starting immediately upon award of contract.

1. All trades shall fully coordinate all installations with masonry installation as required to coordinate rough-ins, sleeves, core drilling, openings, chase coordination, etc. All devices, conduit, switches, panels, piping, etc. in exposed masonry finished areas shall be recessed.
2. Critical submittals shall be submitted within the first eight (8) weeks of receipt of contract (not the notice to proceed date) including elevator, steel/truss shop drawings, generator, mechanical equipment and overhead doors.
3. There will be no allowance for material cost increases permitted for the duration of the contract. Contractors shall engage in sub contracts and purchase and store as necessary all materials upon award of contract.
4. For the purposes of site excavation including trenching, contractors shall refer to test holes as baseline for expected soil conditions. Unsuitable nonhazardous soils shall not be utilized for backfilling. If required, provide suitable fill at no cost to owner. All excavation, shoring and dewatering shall be the responsibility of each trade for their own work.
5. Hazardous soil definition shall include soil contaminated with PCB and or petroleum products. If encountered and deemed unsatisfactory by third party testing, said material remediation including removal and fill shall be by additional cost change order.. Imported/exported soil & structural fill notes.
6. Coordination and responsibility of utilities by respective trades shall be up to the point of transfer to the utility company.
7. All steel shall be shop primed and spot primed in field where required after erection.
8. Excavations/shoring/dewatering for each trade responsibility.
9. Blocking shall be provided by the General Contractor for all hardware, restroom accessories, maltese sign, flagpole, antenna, siren, grab bars and devices to be wall mounted by other trades.
10. General Contractor shall provide membrane waterproofing of elevator pit and coordinate sump pump pit with plumbing contractor.
11. Plumbing contractor shall provide temporary roof drainage prior to building being watertight if required.
12. General contractor shall remove excess mud/water from floors, elevator pit, etc.

SECTION 01072

MINOR BUILDING DEMOLITION FOR REMODELING AT EXISTING  
SUBSTATION BUILDING

PART 1 GENERAL

1. The work under this section is subject to all applicable provisions of the "Bidding Requirements", the "Conditions of the Contract", the "Contract Forms", and Division 1 - "General Requirements", which form a part hereof whether attached hereto or not for alterations associated with the Western Highway substation facility as part of the base bid.

1.01 WORK INCLUDED

- A. The general contractor shall remove any and all interior partitions of various construction types including but not limited to masonry walls, framed partitions, etc. within the existing facility as required to facilitate new work and shall coordinate with other trades the removal of items associated with their contract (see item F).
- B. The general contractor shall remove all existing ceiling tiles and suspension system within existing apparatus bay area in their entirety including ties, trim, tracks and tile.
- C. Each contractor shall saw cut and remove portions of existing wall construction as required for new openings required for the installation of their own new work. This work shall in all cases be coordinated with the general contractor who shall be required to install new lintels/headers for all openings without exception. Each trade contractor shall be responsible for fire caulking and finishing all openings tight to their installed items.
- D. The general contractor shall provide all temporary shoring, bracing, etc. during construction to maintain structural stability of existing facility prior to installation of new structural lintels, girders, etc. Note that special shoring will be required to be in place prior to cutting existing roof girders at new stair location.
- E. Remove all existing roofing and insulation down to the existing metal deck. This work shall be coordinated with new EIFS wall finish, parapet framing, drainage installations roofing etc. in sections as required to maintain occupancy of existing building without water infiltration during construction.
- F. All trades shall remove any and all existing construction, finishes, materials, devices, piping, fixtures, wiring, conduit, etc. as required for installation of new work without exception including items required to be removed to allow

for new work that is being installed and existing areas to be altered whether or not said items are specifically indicated on the demolition plan but are required to be removed for new construction or when they will no longer be in use.

- G. All contractors including General Contractor, Mechanical Contractor, Plumbing Contractor and Electrical Contractor shall coordinate their demolition operations as indicated on the project schedule.
- H. Each individual trade contractor shall cap and completely disconnect utilities in conjunction with this project. General Contractor shall be responsible for installation of all weather proof enclosures at exterior building openings and interior dust control partitions without exception.
- I. Where mechanical, plumbing, and electrical contractors are removing portions of the existing construction to allow for their work, said contractor shall be responsible for maintaining dust control enclosures during said specific tasks and shall be responsible for complete restoration in cleaning of said areas upon completion of work.
- J. Refer to demo plans for additional scope of work.

#### 1.02 RELATED WORK

- A. Section 01500 - Construction Facilities and Temporary Controls: Temporary barriers and enclosures.
- B. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

#### 1.03 SUBMITTALS

- A. Submit demolition and removal procedures and schedule under provisions of Section 01300.
- B. Submit record drawings under provisions of Section 01700.

#### 1.04 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- B. Provide, erect, and maintain temporary barriers and security devices.

#### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Erect and maintain weatherproof closures for exterior openings as required
- B. Protect existing items which are not indicated to be altered.
- C. Disconnect, remove, and cap utility services within demolition areas where required. This work shall be by each respective contractor for their own work.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.

#### 3.02 EXECUTION

- A. Demolish in an orderly and careful manner. Provide temporary support where existing girder trusses are to be altered prior to complete alteration and installation of new support.
- B. Except where noted otherwise, immediately remove demolished materials from site and legally dispose of same.
- C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect under provisions of Section 01600.
- D. The removal of any hazardous materials encountered during construction shall not be included as part of any trade contracts. If encountered, said materials shall be legally removed by others or be change order in accordance with any and all governing requirements.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.

SECTION 01072b  
BUILDING DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Demolish the existing garage structure in its entirety.
- B. Remove all materials from site and legally dispose of.
- C. Remove all foundations and basement floor slabs, apparatus slabs, aprons, curbs, walks, etc.
- E. Disconnect, cap, and remove utilities.
- F. Remove all portions of existing asphalt paving, sidewalks and curbs where required

1.02 RELATED WORK

- A. Section 01500 – Construction Facilities and Temporary Controls. Section 01530 Barriers and Enclosures: Barricades, fences, and landscape protection.
- B. Section 01700 - Contract Closeout: Project record documents. 01720 - Project Record Documents.
- C. Section 02150 – Excavation and Grading.

1.03 SUBMITTALS

- A. Submit demolition and removal procedures and comprehensive work schedule for all work.
- B. Submit record documents under provisions of Section 01700.

1.04 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent structures and properties.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Conduct operations with minimum interference to public or private thoroughfares. Maintain protected egress and provide access at all times.

- D. Do not close or obstruct roadways and sidewalks without permits.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- B. Protect existing landscaping materials, appurtenances, structures which are not to be demolished, as specified in Section 01530.
- C. Disconnect, remove, and cap designated utility lines within demolition areas.
- D. Mark location of disconnected utilities. Identify utilities and indicate capping locations on Project Record Documents.

### 3.02 EXECUTION

- A. Demolish indicated structures and appurtenances in an orderly and careful manner.
- B. Cease operations and notify Architect/Engineer immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures have been taken.
- C. Except where noted otherwise, immediately remove demolished material from site.
- D. Relics, antiques, and similar objects remain the property of the Owner. Notify Architect/Engineer prior to removal and obtain acceptance regarding method of removal.
- E. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect under provisions of Section 01600.
- F. Remove concrete apron, walks and curbs.
- G. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

- H. Do not burn or bury materials on site.
- I. Remove all foundation walls and footings below finished grade.
- J. Remove concrete slabs on grade and basement slab.
- K. Pump out buried tanks located within demolition area. Remove all underground tanks, septic system components, and piping from site including cesspools, septic tanks and leaching rings.
- M. Keep work sprinkled to minimize dust. Provide hoses and water main or hydrant connections for this purpose. Water by Owner.
- N. Backfill areas excavated, open pits and holes caused as a result of demolition. Use approved subsoil specified in Section 02150. Owner to supply backfill along with material removed for storm pools.
- O. Rough grade and compact areas affected by demolition to maintain site grades and contours. Provide compacted 6" RC base for parking lot.
- P. Remove demolished materials from site as work progresses. Leave site in clean condition.

END OF SECTION

SECTION 01300 - SUBMITTALS

01300.0100 CONSTRUCTION SCHEDULES

1. The work shall be done in sections, if necessary, commencing work or discontinuing operations as required in accordance with the approved project schedule. The work shall be executed at such time and in such a way as to cause the least inconvenience to the Fire District and with proper consideration for the rights of other Contractors. Each contractor shall keep in touch with the entire operation their project superintendent on a daily basis and install his work promptly.
2. The comprehensive schedule for the Project shall be prepared and maintained by the General Contractor and shall be forwarded to all Contractors. The schedule will be monitored at the job meetings weekly.
3. Each trade contractor shall add their work on the comprehensive schedule and shall coordinate said schedule with other trades.
4. Each contractor is required to sign the schedule indicating acceptance prior to start of work.
5. Each contractor shall cooperate with the General Contractor in revising and monitoring the schedule and is required to promptly furnish the General Contractor with such data as may be requested including their own intended schedule.
6. The schedule shall be the basis for the dates for starting and completing work for the various portions of each contract and for completing the work for the entire Project. It shall be the duty of each contractor to conform to the approved schedule and to arrange his work in such a manner that it will be installed within the time limits indicated.
7. The General Contractor will establish a program to re-evaluate and update the schedule periodically in accordance with job requirements and will recommend updating for the approval of the architect. A representative of each contractor shall meet with the General Contractor and shall furnish to him information necessary for such re-evaluating and updating, and, if applicable, information in regard to such contractor's proposed effort to overcome any incurred delays.
8. Each Contractor is required by virtue of his Contract to take whatever steps are necessary and to cooperate in every way possible with the other contractors in order to maintain the schedule and the scheduled completion date. No additional compensation will be considered for such action and cooperation.
9. Each contractor is required to consult with and fully cooperate with the other contractors and the General Contractor in regard to any changes which may be required to be made in the schedule. Any possible means of shortening the schedule,

at no additional cost, shall be brought to the attention of the General Contractor.

01300.0200 SHOP DRAWINGS AND SAMPLES

1. Submit four (4) printed copies or a PDF copy via email submission of standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the item to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls and all other pertinent information. Two (2) copies of approved and/or disapproved paper submissions will be returned to the Contractor. PDF submittals shall be returned in PDF format only.
2. For all other shop drawings, submit two (2) full size bond copies of each drawing or a full PDF copy of all drawings. Each drawing shall be a clear space of approximately 4 inches by 4 inches for stamps: "date received"; "approved"; "approved as noted"; "disapproved"; "resubmit".
3. The approval of shop drawings by the Architect will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting, construction of work, furnishing of materials or work required by contract and not indicated on shop drawings. Shop drawing approval shall not be construed as approving departures from contract requirements. All verification of dimensions for fabrication shall remain the responsibility of the contractor.
5. Submittals returned "revise & resubmit" or "rejected" shall be corrected and a new resubmitted provided until final approval is obtained.
6. Submittals returned "no exception taken" and/or "make corrections noted", "approved" and/or "approved as noted", the Contractor shall print and provide such number of prints of the submittal for field distribution and one (1) prints for the owners representative's record.
7. The Contractor shall submit to the Architect for approval samples of materials he proposes to use, as directed. Sample shall be in duplicate, of sufficient size or number to show the quality, type, range of color, finish, and texture of the material he intends to furnish under the Contract.
8. Each sample shall have label bearing the name and quality of the material, the Contractor's name, date, specification number, specification section and building name. A letter from the Contractor requesting approval should accompany all such samples. Transportation charges to the office of the Architect must be prepaid on samples forwarded.
9. Samples shall be submitted in due time to permit proper consideration without delaying the Contractor's operation. Material should not be ordered until approval is received in writing. All materials shall be furnished equal to approved samples. The use of any material will be permitted only as long as its quality remains equal to the

approved samples.

#### 01300.0300 JOB MEETINGS

1. During the course of the work, the Architect shall hold job meetings for the purpose of coordination of the work, reviewing work completed and in progress and to answer any and all Contractor's questions.
2. The meeting will be on a weekly basis during the active period of the construction work on each Wednesday commencing at 11:00 am at the jobsite trailer located at the Washington Street site. The meeting will be followed by a field review of the Washington Street site followed by a visit to the Western Highway site.
3. Each contractor's project superintendent shall be required to attend the weekly job meeting without exception and shall allow a minimum of two (2) hours duration for said meetings. An amount of three hundred dollars (\$300.00) shall be deducted from each contractor's contract amount as a credit change order for each meeting where the contractor's superintendent is not in attendance.
4. Additional Coordination Meetings will be called as deemed necessary by the Architect prior to Contractor's starting work to review layout scheduling, etc.

#### 01300.0400 APPLICATIONS FOR PAYMENT

1. Each contractor shall prepare a complete schedule of values for approval of the architect upon award of contract which shall include a breakdown of all labor and materials incorporated into the project broken down into separate line items per the individual specification sections included in the written specifications. General conditions, which shall include all overhead and profit, and allowances shall be listed separately.
2. Submit three (3) copies of AIA G702 - Application and Certificate for Payment at the second job meeting of each month which will cover the period ending the last day of the previous month.
3. Attach schedule of values indicating percentages of completion of all portions of the work.
4. Submit letters of payment/partial payment from trades/subcontractors for work previously completed.
5. Submit certified payroll and copy of employee sign in sheet.

#### 01300.0500 CHANGE ORDERS

1. Change orders shall be itemized to include direct material and labor costs individually for the additional work being performed with overhead, profit and bonding costs added separately.

2. For fixed price material and labor negotiated change orders, overhead, profit and bonding shall be limited to five percent (5%) overhead, five percent (5%) profit and two- and one-half percent (2 ½ %) bond fee. Subcontractors overhead and profit will also be limited to five percent (5%) each.
3. Time and material change orders shall be computed using paid material receipts, certified payroll record of work hours required with five percent (5%) overhead, five percent (5%) profit and two- and one-half percent (2 ½ %) bond fee added.

01300.0600 FIELD ENGINEERING

- A. Provide field engineering services, establish grades, lines and levels, by use of recognized engineering survey practices.
- B. Control datum for project is that, shown on drawings, locate and protect control and reference points.

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## SECTION 01500 - TEMPORARY FACILITIES & CONTROLS

### 01500.0100 WORK INCLUDED

1. Each Contractor shall furnish all necessary transportation, scaffolding, centering, grounds, blocking, forms, hoists, labor, tools, and mechanical appliances and all other means, materials, and supplies for properly completing their work. This shall include all necessary dewatering equipment required to keep its excavations, trenches, structures, etc., free from water at all times.
2. In addition to all other equipment specified elsewhere in the Specifications, the Contractor as herein designated, shall include all transportation, labor, materials, tools, and appliances, and perform all operations in connection with providing the Temporary Facilities and controls as herein as required by law and conditions at the building and site and necessary to complete the work. The respective Contractors for construction, plumbing, heating and electrical work shall furnish, maintain and operate the following temporary equipment and services for the common use of all engaged in work on this project, unless otherwise noted.
  - a. Hoisting equipment, scaffolding, shoring, etc. (Each Contractor for their work).  
Each Contractor (and each Subcontractor entering upon the work) shall furnish, install, erect, maintain, protect, and upon completion dismantle and remove such temporary construction named below, both interior and exterior, for his own use during the project construction: Temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, ladders, runways, hoisting equipment.
  - b. Each Contractor shall assume responsibility for stability, safety, fire resistance, warning lights, signs and operating procedures, and shall conform to all National Safety Standards and State Labor Laws and Regulations. All Contractors shall comply with all applicable rules and regulations of the Federal Occupational Safety and Health Act.
  - c. Storage areas, vehicular parking. All contractors shall legally park where directed by the Owner (on or off site). Use of existing Western Highway site for the fire department to respond to calls shall remain accessible at all times.
  - d. Temporary electric lights and power. Electrical Contractor will run all on site temporary light and power. Cost of electric consumption until permanent power is on shall be paid by the electrical contractor via an allowance in the base bid in the amount of eight thousand dollars (\$8,000.00) at the Washington Street site. Temporary power for the annex facility shall be drawn from the existing substation facility and paid for by the owner. Temporary light is for general lighting purposes only. The electrical contractor shall provide power to the construction and a temporary service to the new facility including a panel with outlets at each floor and mezzanine level. Each trade contractor shall provide their

- own task lighting.
- e. Temporary water supply. Plumbing contractor shall alter the existing water service to include a temporary RPZ with temporary services to the Washington Street construction site. Temporary water at the western Highway site may be drawn from the existing building. Each contractor may use on site water.
  - f. Rubbish removal. Dumpster shall be provided on both job sites by the general contractor for the use of all trades. Each trade shall dispose of all debris resulting from their work at the end of each day. Boxes shall be cut down into flat sheets. No contaminated materials shall be placed in dumpsters. Do not co-mingle recyclables as directed by the general contractor is separate containers are provided.
  - g. Toilet facilities will be Port-A-Lav at both sites provided and maintained by the General Contractor for use of all trades.
  - h. Field Offices. Required for general Contractor, optional for other trades. Trailer shall include conference table and chairs for twelve (12) people, an office for exclusive use of the owners representative, copy machine and internet connection. Location of field offices shall be approved by the Owner. Contractor shall remove field office at completion of construction, or when directed by the Owner/Architect/Clerk of Works.
  - i. Temporary telephone service. Contractors shall provide their own phone as required.
  - j. Storage sheds. (Each Contractor as required for their own work).
  - k. Temporary enclosures and guards. General contractor shall provide temp fence around site and on site safety guards. Each contractor shall provide safety fencing around their own trenching.
3. At the completion of the work, all temporary facilities and controls shall be removed from the site and all areas and items which were occupied by, damaged or marred by these temporary facilities and controls shall be repaired and restored to their original condition.
4. Temporary Enclosures and Guards
- a. The General Contractor shall furnish, erect and maintain, for as long as required, all temporary partitions, closures, covering, guard rails, barricades and the like, which shall be of approved materials and construction for the following purposes.
    - 1. Confining dust and debris in the immediate areas in which work is performed.

2. For guard rails as required by OSHA.
- b. All of the barriers and protection work shall be maintained in good condition and be removed when no longer required.
- c. Each Contractor shall be responsible for protecting work from damage during the progress of construction and for correction of damage caused by the elements or others including unlawful entry.
- d. Each Contractor shall be responsible for barricades at their own site excavations and trenches.

#### 01500.0300 DISCONTINUANCE, CHANGES AND REMOVAL

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

#### 01500.0400 SPECIAL CONTROLS - (ALL CONTRACTORS)

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

wood scaffolding and when used to enclose any portion of a building.

2. Pollution Control

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

3. Traffic Control

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

## 01600.0100 STORAGE AND PROTECTION

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

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

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

01600.0200 CUTTING, ETC. (EACH CONTRACTOR)

1. No Contractor shall disturb any of the completed structure, piping, apparatus or other work unless expressly required by the Contract. Where cutting, drilling or removals are required in finished wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure. Prior to any cutting, drilling or removals, the Contractor shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members. No structural members such as joists, beams or columns supporting work shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected to compensate for such cutting, drilling and removals are shown.
2. Each Contractor shall provide such openings, channels, chases, flues, etc., as may be required for its work and for the work of others, required by the Contract Documents.
3. Unless otherwise specified, each Contractor shall furnish and install all sleeves, inserts, hangers, etc., required for the execution of its work, and failing to provide such, shall do all necessary cutting and patching required for the execution of its work. All sleeves, etc., shall be packed and filled to be smoke, fire and vermin proofed. All penetrations within the facilities that are required by each trade for running of systems (ducting, flues, piping, conduit, etc.) without exception shall be fully fire caulked by the respective contractor.
4. No Contractor shall endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor except with the consent of the Architect.

TAPPAN, NY

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

\* \* \* \* \*

SECTION 01631 - PRODUCT SUBSTITUTIONS

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

effect of the proposed substitution on overall Contract Time.

- f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.
3. Architect's Action: Within one (1) week of receipt of the request for substitution, the Architect will request additional information necessary for evaluation. Within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information, whichever is later, the Architect will notify of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order.
- C. Substitutions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements:
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities

for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- D. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

\* \* \* \* \*

## SECTION 01700 - PROJECT CLOSEOUT

### 01700.0100 OPERATION AND MAINTENANCE DATA (EACH CONTRACTOR)

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

### 01700.0200 PROJECT RECORD DRAWINGS (EACH CONTRACTOR)

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

### 01700.0300 CLEANING UP (EACH CONTRACTOR)

1. Each Contractor shall clean up the debris resulting from his work daily and more often if the same interferes with the work of others or presents a fire or safety hazard, and shall legally dispose of same utilizing their own containers.
2. Should any Contractor fail to do his clean up, the Owner shall arrange to do the work and the Contractor shall be charged for the complete cost accordingly.
3. Upon completion of work, each contractor shall clean their own fixtures, etc.

4. Prior to owner occupancy, the General Contractor shall have the entire facility cleaned throughout including complete cleaning of all bathrooms including walls, floors counters and fixtures, etc., all other floors throughout the facility including final polishing as recommended by the manufacturer, vacuuming any carpeted areas, cleaning of all counters, fixtures, equipment, mirrors and windows (inside & out) and complete clean up and maintenance of the entire site (driveways, walks, landscaped areas, etc).

01700.0400 LIEN RELEASES

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

01700.0500 GOVERNING AGENCIES

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

\* \* \* \* \*

TAPPAN FIRE DISTRICT FIREHOUSE FACILITIES  
TAPPAN FIRE DISTRICT  
TAPPAN, NY

PROJECT CLOSEOUT  
DIVISION 1- GENERAL REQUIREMENTS  
SECTION 01700

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

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

\* \* \* \* \*

SUBSOIL  
INVESTIGATIONS



## SOIL MECHANICS DRILLING CORP.

3770 MERRICK ROAD • SEAFORD, L. I., NEW YORK 11783  
(516) 221-2333 • FAX (516) 221-0254

November 1, 2021

Sendlewski Architects  
215 Roanoke Avenue  
Riverhead, NY 11901  
Att: Jeff Sendlewski, R.A.

Re: Tappan Fire Department  
135 Washington Street  
Tappan, NY  
Our Job #21-335

Gentlemen:

Forwarded herewith are the boring logs generated from our geotechnical investigation at the above referenced site.

Two (2) test borings were drilled to a depth of 27 feet each using truck mounted drilling equipment. The borings were advanced using hollow stem auger casing. Sample recovery was obtained using a 2" diameter, 2'0" long split spoon sampler was advanced into the subsurface by the use of a CME automatic 140 lb. hammer with a 30" drop. From the drops of the hammer, blow counts required to advance the split spoon sampler over each 6" intervals were recorded and is shown on the boring logs. Continuous split spoon samples were taken for the top 12 feet then every 5 feet thereafter to the final depths of the borings. A written description of the recovered soil samples per our geologist's visual identification of same is also presented on the logs.

The CME automatic hammer operates with an efficiency of approximately 90%. The original conventional use of rope, cathead and drop weight, on the other hand, operates with an efficiency of approximately 60%. As a consequence, the standard penetration test results obtained using the CME auto-hammer are on the order of two-thirds the value that would have been obtained had the original rope and cathead method been used. This is significant if you are using design charts for soil strength parameters based on historical data associated with the rope and cathead method. If so, you should adjust our data accordingly.

Our investigation revealed that the areas drilled are blanketed by 8 to 10 feet of a loose mixed soil Fill comprised of a Sandy Clayey Silt with little to trace amounts of Gravel as well as rock fragments, asphalt, roots and crushed stone, underlain generally by a loose to medium Sand with Silty fine Sand lenses and little to trace amounts of Silt extending down to the deepest depths drilled. It should be noted that a 3-foot-thick layer of loose natural Clayey Silt layer was uncovered at a depth of 10 feet below existing grade in boring TH-1. Additionally, the Fill layer in boring TB-2 lies below 3" of asphalt pavement.

# SOIL MECHANICS DRILLING CORP.

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Sendlewski Architects  
Att: Jeff Sendlewski, R.A.

November 1, 2021  
Page 2

Ground water was encountered within the boreholes at depths of 7'3" and 5'2" at the time the work was done.

It is our understanding that the Tappan Fire District is proposing the construction of a new building. Specific details for the size of the building, loading, number of stories, etc. has not been provided to us at this time. Based upon the provided information, Soil Mechanics can provide the following information at this time:

The Fill layer consists of loose Silty Clayey material that it structurally undesirable as a load bearing stratum. Additionally, considering the depth of the Fill layer relative to the ground water table, removal of the unsuitable material in its entirety and replacement with controlled backfill is not an option. Moreover, this operation would require cost prohibitive dewatering operations.

Based upon the above, we recommend the installation of deep foundation elements to carry any proposed foundation and floor loads down to the lower more suitable stratum.

Frost penetration in this area is 3 feet. All exterior foundations must have a minimum of 3 foot of cover.

Should deep foundations be selected by the structural engineer for the final foundation design, Soil Mechanics recommends the drilling of an additional deeper boring to aid in the selection of a pile type.

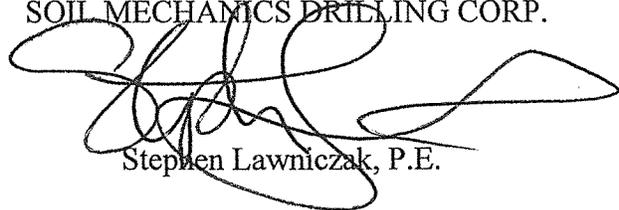
Soil samples recovered during drilling operations will be stored in our lab for a period of 30 days after which they will be destroyed. During this period, we will deliver these samples to any prescribed location upon request.

If after you examine the enclosed you have any further questions, please feel free to call and discuss them with us.

Billing is enclosed.

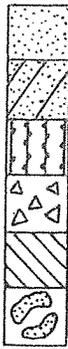
Very truly yours,

SOIL MECHANICS DRILLING CORP.

A large, stylized handwritten signature in black ink, appearing to read 'Stephen Lawniczak', is written over the printed name below.

Stephen Lawniczak, P.E.

SL:mlf  
Enclosures



## SOIL MECHANICS DRILLING CORP.

3770 MERRICK ROAD • SEAFORD, L. I., NEW YORK 11783  
(516) 221-2333 • FAX (516) 221-0254

December 21, 2021

Sendlewski Architects  
215 Roanoke Avenue  
Riverhead, NY 11901  
Att: Jeff Sendlewski

Re: Tappan Fire Department  
300 Western Highway South  
Tappan, NY  
Our Job #21-336

Gentlemen:

Forwarded herewith are the results of the test borings drilled at the above referenced site.

The purpose of this subsurface investigation was to determine the nature and extent of the underlying soil deposits as well as their structural engineering characteristics needed for the design of the proposed building at the above referenced site.

Two (2) test borings were drilled to auger refusal (probable top of rock or hardpan) using truck mounted drilling equipment. The borings were advanced using hollow stem auger casing. Sample recovery was obtained using a 2" diameter, 2'0" long split spoon sampler that was advanced into the subsurface by the use of an automatic 140 lb. hammer with a 30" drop. From the drops of the hammer, blow counts required to advance the split spoon sampler over each 6" intervals were recorded and is shown on the boring logs. A written description of the recovered soil samples per our geologist's visual identification of same is also presented on the logs.

The CME automatic hammer operates with an efficiency of approximately 90%. The original conventional use of rope, cathead and drop weight, on the other hand, operates with an efficiency of approximately 60%. As a consequence, the standard penetration test results obtained using the CME auto-hammer are on the order of two-thirds the value that would have been obtained had the original rope and cathead method been used. This is significant if you are using design charts for soil strength parameters based on historical data associated with the rope and cathead method. If so, you should adjust our data accordingly.

### Boring TH-1

Our investigation revealed that the area drilled is blanketed by 12" of loose Organic Loam and Sandy Clayey Silt with a trace of Gravel and roots over a medium to very dense Silty Sand with a trace of Gravel Rock fragments and Cobbles extending down to a depth of 13 feet below grade underlain by Decomposed Rock extending down to auger

Sendlewski Architects  
Att: Jeff Sendlewski

December 21, 2021  
Page 2

refusal at a depth of 15'4" below existing grade. A layer of a very dense Silty Clayey Sand was noted above the Decomposed Rock from 10 feet to 13 feet below grade.

#### Boring TH-2

Our investigation revealed that the area drilled is blanketed by a few inches of Organic Loam over a medium dense Fill comprised of a Silty Sand and Clayey Silt with a trace of Gravel, Rock fragments, asphalt and roots extending down to a depth of 6 feet below existing grade. Below the Fill is a very dense Silty Sand with a trace of Gravel, Cobbles and Rock fragments followed by a very dense layer of Silty Sand and Rock fragments extending down to auger refusal at 15'7" below grade.

No water, either natural or perched, was encountered within the boreholes at the time the borings were drilled.

It is our understanding that the Tappan Fire District is proposing the construction of a new building. Specific details for the size and type of the building, loading, number of stories, etc. has not been provided to us at this time. Based upon the information presented, we can provide the following information at this time:

The upper loose to medium dense Fill extending down to 6 feet from grade at Boring TH-2 and Silty Sand that extends down to 4 feet from grade at Boring TH-1 is of questionable value as a load bearing stratum. All soils below a depth of 4 feet at boring TH-1 and 6 feet at boring TH-2 will satisfactorily support foundation loads of 3 tons per square foot.

Please note that the soil layers identified by the Unified Soil Classification System (USCS) as SM/ML/SC/GM and OL exhibit poor drainage characteristics.

It should be noted that the natural silty soils below a depth of 4 feet at boring TH-1 and 6 feet at boring TH-2 are sensitive to moisture content and may lose some or all of their bearing capacity in the presence of water (i.e. rain, weather events). Care must be taken to keep these soils dry during excavation and foundation placement. Alternatively, a geotextile along with a minimum 6" thick layer of clean crushed stone or clean RCA can be placed over moisture sensitive soils to preserve stability.

# SOIL MECHANICS DRILLING CORP.

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Sendlewski Architects  
Att: Jeff Sendlewski

December 21, 2021  
Page 3

If existing Fill and loose upper Silty Sand needs to be removed and replaced, it should be replaced with a supervised controlled fill consisting of a clean inorganic material, placed in lifts not to exceed 12 inches in depth, and be compacted, under independent supervision, to a minimum of 95% of the Modified Proctor maximum dry density at optimum moisture content per ASTM D 1557. Soils to be used for controlled fill shall have less than 10% passing a #200 sieve with no particle size larger than 2 inches. Soil Mechanics can provide oversight for the backfill operation if requested by ownership. Design bearing capacity of controlled fill placed as described above can be taken as at least 2 tons per square foot.

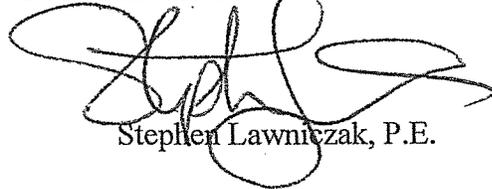
Soil samples recovered during drilling operations will be stored in our lab for a period of 30 days after which they will be destroyed. During this period, we will deliver these samples to any prescribed location upon request.

If after you examine the enclosed you have any further questions, please feel free to call and discuss them with us.

Billing is enclosed.

Very truly yours,

SOIL MECHANICS DRILLING CORP.



Stephen Lawniczak, P.E.

SL: mlf  
Enclosures