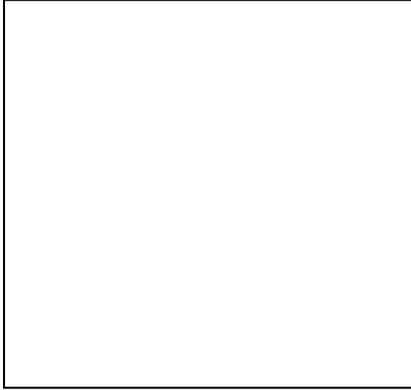


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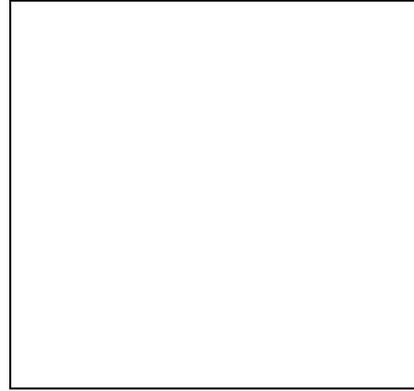
**DESIGN PROFESSIONALS OF RECORD**

**ARCHITECT**



**ROBERT A. MITCHELL, AIA**

**CIVIL ENGINEER**



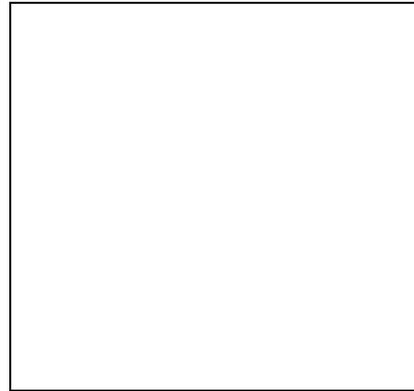
**JEFFREY J. CONTELMO, P.E.**

**ELECTRICAL ENGINEER**



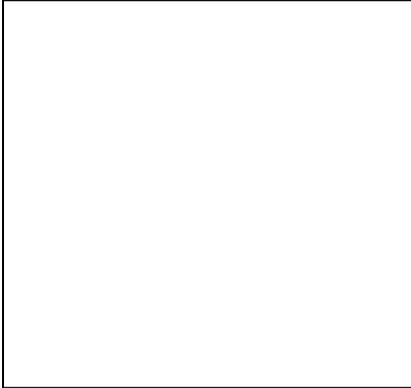
**GERARD STEVEN HLUCHAN, P.E.**

**PLUMBING/HVAC/SPRINKLER ENGINEER**



**JOHN P. TROMBINO, JR., P.E.**

**STRUCTURAL ENGINEER**



**CRAIG A. MALONEY, P.E.**

**END OF SECTION**

**SECTION 001113  
ADVERTISEMENT TO BID**

**NEW FIRE STATION PUTNAM VALLEY FIRE STATION #1**

**OSCAWANA LAKE ROAD, PUTNAM VALLEY, NY 10579**

PLEASE TAKE NOTICE, THAT THE PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC. (OWNER) INTENDS TO BUILD THE NEW FIRE STATION #1 LOCATED IN PUTNAM VALLEY, NY AND IS SEEKING SEALED BIDS FOR GENERAL CONSTRUCTION. THIS PROJECT WILL BE BID AS A SINGLE CONSTRUCTION CONTRACT AND ALL COORDINATION OF WORK WILL BE THE RESPONSIBILITY OF THE GENERAL CONSTRUCTION CONTRACTOR (GCC) SELECTED FOR THE PROJECT. AS THIS PROJECT IS FOR A 501(c)(3) NONPROFIT ENTITY, WICKS LAW AND PREVAILING WAGE REQUIREMENTS **DO NOT APPLY**.

Sealed bids will be accepted at the Putnam Valley Volunteer Fire Department located at 12 Canopus Hollow Road, Putnam Valley, NY 10579 until 5:50 p.m. local time only on the day of the bid opening. The public bid opening will commence immediately at 6:00 p.m. local time on **March 15th, 2021** at the same location. The Owner will award the bid following a specially scheduled Meeting of the Department's Board of Directors.

Each sealed enclosure containing a bid is to be endorsed on the outside with the name, address and telephone number of the bidder and is to state that it contains a bid for the New Fire Station #1, Putnam Valley Volunteer Fire Department, Putnam Valley, NY

Bid security in the form of a 5% bid bond issued by an acceptable surety or a bank or certified check payable to the Putnam Valley Volunteer Fire Department, Inc. is required.

Bids must be in accordance with the terms, conditions, specifications and other procurement documents for the project and must remain good for ninety (90) days. Copies of such terms, conditions, specifications and other documents may be obtained from Northco Products, Inc., 1612 NY Route 7, Troy, NY 12180 (518-869-6056), between the hours of 8:30 a.m. and 5:00 p.m. local time commencing **February 15th, 2021**. A non-refundable fee of one hundred and twenty-five (\$125.00) dollars is required for each set of bid documents. A thumb drive of the contract documents will be provided with the paper copies. The thumb drive will not be available except by purchasing the paper copies. Payment shall be made by cashier's check, credit card or money order payable to Northco Products, Inc. If the contractor wishes to have the bid documents shipped, an additional fee in the amount of thirty (\$30.00) dollars per set for standard ground shipping would apply.

The successful bidder will be required to provide both a performance bond and a labor/material payment bond issued by acceptable sureties and to enter into a written contract with the Putnam

Mitchell Associates Architects, PLLC Putnam Valley Fire Station #1	ADVERTISEMENT TO BID 001113-1
-----------------------------------------------------------------------	----------------------------------

Valley Volunteer Fire Department, Inc. A copy of the form of contract is included with the bid documents.

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

Bidders are invited to examine existing conditions at the project site at their discretion. There will be no formal pre-bid meeting held at the project site. Do NOT park your vehicles on the Ambulance Property during your visit.

DATED: February 15th, 2021  
Ed McCarthy  
12 Canopus Hollow Road  
Putnam Valley, NY 10579

**END OF SECTION**

**SECTION 001116  
NOTICE TO BIDDERS**

**PART 1 GENERAL**

1.01 BIDDING REQUIREMENTS

- A. The following include, but are not limited to, the items defined as the Bidding Requirements:
  - 1. Advertisement to Bid
  - 2. Notice to Bidders
  - 3. Instructions to Bidders
  - 4. Bid Form
  - 5. Bid Bond

1.02 CONTRACT DOCUMENTS

- A. The following include, but are not limited to, the items defined as the Contract Documents:
  - 1. Agreement, with Attachments " A" , " B" , " C" & "D"
  - 2. Procurement Forms and Supplements
  - 3. Bonds and Certificates
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Existing Conditions Plan
  - 7. General Requirements
  - 8. Specifications
  - 9. Addenda

1.03 SOURCE OF BIDDING INFORMATION

- A. All questions during the bidding phase are to be posed by fax only. NO QUESTIONS WILL BE ANSWERED BY PHONE. Responses to items not covered in the construction documents will be issued by addendum.
- B. Fax with questions must include the following:
  - 1. Firm: Mitchell Associates Architects
  - 2. Address: 29 Thacher Park Road
  - 3. Voorheesville, NY 12186
  - 4. Attention: Project Manager - Putnam Valley Fire Station #1
  - 5. Fax: (518) 765-2950
- C. Use the FAX sheet included at the end of this Section for all questions during the bidding period.
- D. See Section 002113, "Supplementary Instructions to Bidders" and AIA A701-2018 for limitations upon verbal communications and addenda procedures.

1.04 AVAILABILITY OF BIDDING DOCUMENTS

- A. Documents available only with a One Hundred Twenty-Five Dollar (\$125.00) fee for each set. A thumb drive of the contract documents will be provided with the paper copies. The thumb

Mitchell Associates Architects, PLLC Putnam Valley Fire Station #1	NOTICE TO BIDDERS 001116-1
-----------------------------------------------------------------------	-------------------------------

drive will not be available except by purchasing the paper copies.

- B. Quantity of Bidding Documents available upon receipt of a deposit: Unlimited.
- C. Mailing of Bidding documents requires a separate non-refundable fee in the amount of Thirty Dollars (\$30.00) per set.
- D. Individual Drawing Sheets and Project Manual pages will neither be available or sold.
- E. The documents fee non-refundable.

1.05 PAYMENTS

- A. Provide payments in the following forms: Cashier' s check, credit card or money order. No other form of payment will be accepted.
- B. Provide fee payable to Northco Products, Inc. for mailing of Bidding Documents.

1.06 SOURCE OF BIDDING DOCUMENTS

- A. Bidding Documents may be obtained from  
Northco Products Inc.  
1612 NY Route 7  
Troy, NY 12180  
Between the hours of 8:30 AM and 5:00 PM local time commencing February 15th,  
2021.

1.07 LOCATION OF BIDDING DOCUMENTS FOR VIEW

- A. Bidding Documents are available for inspection at following locations:
  - 1. Construct Connect: [www.constructconnect.com](http://www.constructconnect.com)
  - 2. Construction Information Systems: [www.cisleads.com](http://www.cisleads.com)
  - 3. Construction Journal: [www.constructionjournal.com](http://www.constructionjournal.com)
  - 4. Dodge Data Analytics: [www.construction.com](http://www.construction.com)
  - 5. Eastern Contractors Association: [www.ecainc.org](http://www.ecainc.org)
  - 6. Construction Contractors Association - Hudson Valley: [www.ccahv.com](http://www.ccahv.com)
  - 7. The BlueBook: [www.thebluebook.com](http://www.thebluebook.com)
- B. A list of bidders will be periodically updated and sent to these locations as well as to the owner.

1.08 BIDS DUE

- A. Submit Bids in the following manner:
  - 1. Refer to Section 001113 - Advertisement to Bid.
- B. See Section 002113 - Supplementary Instructions to Bidders for additional requirements and procedures governing Bid submission.

1.09 BIDS RESULTS WILL BE AVAILABLE WITHIN FIVE (5) BUSINESS DAYS OF THE BID OPENING.

- A. Bids will be opened and read aloud at the same time/date established in the " Advertisement to Bid."

- B. The Architect will fax the results to those bidders who submit bids.
- C. Others requesting bids may fax a request to (518) 765-2950.

1.10 STATEMENT OF NON-COLLUSION IN BIDS & PROPOSALS

- A. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed, to be performed or goods sold or to be sold, shall contain the following statement as found on the bid form:
  - 1. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    - c. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- B. A bid shall not be considered for award nor shall award be made where 1. a), b) and c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where 1. a), b) and c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph A.1.
- C. Any bid hereafter made to any political sub-division of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- D. The contractor, at time of bid, shall provide the owner information on any lawsuits commenced by or against the contractor within the previous 24 months for work performed and on any mechanic's liens for materials or work filed by or against the contractor.

**PART 2 PRODUCTS**

2.01 NOT APPLICABLE

Mitchell Associates Architects, PLLC Putnam Valley Fire Station #1	NOTICE TO BIDDERS 001116-3
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**PART 3 EXECUTION**

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email. The Architect uses Newforma for this purpose, and the Contractors will be required to communicate all documentation through this system. The Contractor will not be charged any licensing or usage fees for using this system.

**END OF SECTION**



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**END OF SECTION**

# DRAFT AIA® Document A701™ - 2018

## Instructions to Bidders

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

**The New Putnam Valley Fire Department Fire Station  
Oscawana Lake Road  
Putnam Valley, NY 10579**

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

**Putnam Valley Fire Department, Inc.  
12 Canopus Hollow Road  
Putnam Valley, NY 10579**

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

**Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186**

### TABLE OF ARTICLES

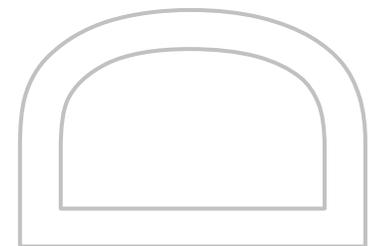
- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

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



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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

<< >>

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

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

« »

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

<< >>

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

*(Insert the form and amount of bid security.)*

<< >>

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

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

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

### § 4.3 Submission of Bids

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

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

« »

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

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

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

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

### § 4.4 Modification or Withdrawal of Bid

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

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

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

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

« »

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

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

### § 5.2 Rejection of Bids

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

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

### § 6.2 Owner's Financial Capability

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

### § 6.3 Submittals

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

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

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

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

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

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

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

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

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

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

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

<< >>

## § 7.2 Time of Delivery and Form of Bonds

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

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

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

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

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Specifications

Document	Title
<b>Attachment “A”</b>	<b>Project Manual Enumeration (see Specification Section 005200 A)</b>

- .4 Drawings

Document	Title
<b>Attachment “B”</b>	<b>Drawing List (see Specification Section 005200 B)</b>

- .5 Other documents, if any, listed below:

Document	Title
<b>Attachment “C”</b>	<b>Insurance Requirements (see Specification Section 005200 C)</b>
<b>Attachment “D”</b>	<b>Indemnification (see Specification Section 005200 C)</b>

- .6 Other Exhibits:

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

«X» Supplementary and other Conditions of the Contract:

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 8.



**SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – AIA DOCUMENT  
A701 – 1997 EDITION**

**ALL REQUIREMENTS OF THIS SECTION RELATE EXCLUSIVELY TO AIA. DOCUMENT A701, "INSTRUCTIONS TO BIDDERS", 1997 EDITION, AND MODIFY THAT DOCUMENT ONLY TO EXTENT AND DEGREE AS HEREIN STIPULATED.**

1.01 ARTICLE 3 - BIDDING DOCUMENTS

- A. DELETE “No substitutions will be considered after the Contract award unless specifically provided for in the contract documents.” and
  - 1. INSERT “Substitutions will be considered after Contract has been awarded. See Section 016000 - Product Requirements and Substitutions.
  - 2. DELETE this paragraph in its entirety and
    - a. INSERT “No questions will be accepted after 5:00 pm, five (5) days prior to the bid opening date. Addenda may be issued via email up until two (2) days prior to the bid opening date, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.”

1.02 ARTICLE 4 – BIDDING PROCEDURES

- A. 4.2.1 DELETE this paragraph in its entirety and
  - 1. INSERT “A Bid Bond is required with penal sum of five percent (5 %) of Base Bid.”

1.03 ARTICLE 6 – POST-BID INFORMATION

- A. DELETE this paragraph in its entirety and
  - 1. INSERT “Bidder to whom award of a contract is under consideration shall submit to the Architect, within five (5) days of being notified, 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.”

1.04 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1.1 DELETE this paragraph in its entirety and
  - 1. INSERT “A Performance Bond and a Payment Bond are both required.”

1.05 ADDITIONAL LANGUAGE

- A. Award of the contract will be made to the lowest responsible bidder, as will best promote the interests of the Putnam Valley Fire Department, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, conformity with the Specifications and purposes for which the apparatus is required, and the terms of delivery. If a successful vendor exhibits a history of unsatisfactory performance or delays, the Owner reserves the right to rescind the award and to disqualify the bidder from future bidding.
- B. Any award resulting from this bid shall be final and shall be for the complete term of the contract. No rescission of the award of the bid will be made because of bidder error or inability to perform as agreed.

Mitchell Associates Architects, PLLC Putnam Valley Fire Station #1	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – AIA DOCUMENT A701 – 1997 EDITION 002213-1
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- C. The Owner reserves the right, before awarding the contract, to require a bidder to submit further evidence of its qualifications as may be deemed necessary. Documentation may be required as to bidder's financial soundness, technical competency, and other pertinent qualifications, including past performance (experience) with the Owner or other municipal and district corporation owners.

**END OF SECTION**

**SECTION 003132  
GEOTECHNICAL DATA**

**PART 1 GENERAL**

**1.01 FORM OF GEOTECHNICAL DATA**

- A. The Geotechnical Report for the project is attached following this page.

**1.02 EXISTING SUBSURFACE CONDITIONS**

- A. The subsurface logs included in this Document were made on the dates indicated on the individual logs.
- B. The observed water levels and conditions noted on the subsurface logs are as recorded at the time of exploration. These water levels and conditions may vary considerably with time, according to the prevailing climate, rainfall, or other factors and are otherwise dependent on the duration of and method used in the explorations program.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**DANIEL G. LOUCKS, P.E.**  
G E O T E C H N I C A L   E N G I N E E R I N G

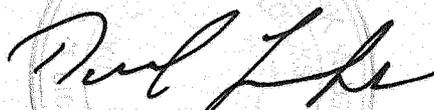
Revised Geotechnical Report  
For  
Putnam Valley Fire Station  
Putnam Valley, New York

File No. 2061

Prepared For:

Mitchell Associates

Prepared By:



Daniel G. Loucks, PE  
NYSPE 068389

25 November 2020

## **INTRODUCTION:**

The subsurface investigation for the proposed Putnam Valley Fire Station, Putnam Valley, New York has been completed. Kendrick Enterprises of Chester, New York has completed seven (7) soil borings at the site. The logs of these borings, along with a location diagram, have been included in the appendix of this report. This report was revised to include up to date seismic design data.

It is my understanding that the proposed construction will include a two-story building located approximately as indicated on the boring location diagram. The building will have a steel frame and reinforced concrete bearing-wall design.

The maximum column loadings will range from 75 to 125 kips. Bearing wall loads will range from 2 to 8 kips per foot of wall. The settlement tolerances are normal. Settlement tolerances are considered to include up to 1 inch of total settlement and 3/4 inch of differential settlement between column locations.

The first floor slab will be established at 480 feet. This will require up to approximately 18 feet of cut at the east end of the proposed building.

Pavement design recommendations for parking lots and roadways are included in this report.

The purpose of this report is to describe the investigation conducted and the results obtained; to analyze and interpret the data obtained; and to make recommendations for the design and construction of the feasible foundation types and earthworks for the project.

The scope of my services has been limited to coordinating the boring and laboratory investigation, analyzing the soils information, and providing a geotechnical report with foundation recommendations and seismic site classifications as per NYS Building Code. Environmental aspects of the project as well as grading and site design should be performed by qualified others.

## **FIELD INVESTIGATION PROCEDURES:**

The borings were extended by means of 4.0 inch ID, hollow-steel casing and by using various cutting bits using circulating drilling fluid to remove the cuttings from the hole.

Representative samples were obtained from the boring holes by means of the split-spoon sampling procedure performed in accordance with ASTM D 1586. The standard penetration values obtained from this procedure have been indicated on the soil boring logs.

Soil samples obtained from these procedures were examined in the field, sealed in containers, and shipped to the laboratory for further examination, classification and testing, as applicable.

During the investigation, water level readings were obtained at various times where water accumulated in the boring hole. The water level readings, along with an indication of the time of the reading relative to the boring procedure, have been indicated on the soil boring logs.

In addition to the field boring investigation, the soil engineer visited the site to observe the surface conditions.

#### **LABORATORY INVESTIGATION:**

All samples were examined in the laboratory by the soil engineer and classified according to the Unified Soil Classification System. In this system, the soils are visually classified according to texture and plasticity. The appropriate group symbol is indicated on the soil boring logs.

Sieve Analyses were performed on representative samples in accordance with ASTM Specification D 422. These tests were performed to verify the visual soil classifications. Results of the tests can be found in the appendix of the report.

#### **SITE CONDITIONS:**

At the time of my site visit the proposed building area was a grass surfaced field area. The ground surface sloped down to the west starting approximately from the east side of the proposed building and extending towards the Oscawana Lake Road. The ground surface also sloped down, to the north, to an existing driveway for the ambulance building to the north. The slope adjacent to the driveway was fairly steep, between 1.5:1 and 3:1 (H:V) slope. The slope to the west is more gentle, less than 4:1 (H:V). The ground surface in the proposed parking lot to the

east of the proposed building sloped very gently down to the east. The ground surface at the far eastern end of the lot slopes steeply down to the wooded area. The eastern end of this area has been filled in the past. It is my understanding that portions of this uncontrolled fill are at least 40 years old. Some of the areas I observed appeared to have been filled more recently. I observed large rocks, pieces of concrete, asphalt pavement, soils and even concrete pipe at the edge of the fill.

#### **SUBSURFACE CONDITIONS:**

The specific subsurface conditions encountered at each boring location are indicated on the individual soil boring logs. However, to aid in the evaluation of this data, I have prepared a generalized description of the soil conditions based on the boring data.

In general the borings in the proposed building area encountered an upper layer of topsoil that extended to between 0.8 and 1.0 feet. Below the topsoil is a layer of sand with some to a trace to some clayey silt and a trace to a trace to some gravel. This soil is medium dense to very dense and extended between 8 and 10 feet below the existing ground surface. In boring 4 the upper 3.5 feet of soil may be fill. The soils were similar to the virgin soils, but the standard penetration values were very low.

Below the sand with clayey silt in the deeper borings, is a layer of sand with clayey silt and some gravel and occasional cobbles and boulders. This material extended to the bottom of the borings at between 16 and 19 feet below the existing ground surface. In boring 7 the driller noted that refusal was encountered on a boulder or possibly bedrock.

Three borings were performed for the parking lot areas. Boring 1 encountered an upper layer of topsoil that extended to approximately 1 foot. Below the topsoil, is a layer of sand with clayey silt and a trace of gravel. This soil is medium dense to dense and extended to the bottom of the boring at 6 feet. Borings 2 and 3 encountered uncontrolled fill. In boring 2 the upper 1.5 feet appeared to be uncontrolled fill. Below the uncontrolled fill is sand with clayey silt and a trace of gravel. This virgin soil extended to the bottom of the boring at 6 feet and it is very dense. Boring 3 encountered uncontrolled fill to the bottom of the boring at 6 feet. The uncontrolled

fill contains a mixture of sand, gravel, concrete, asphalt pavement and lesser quantities of clayey silt, wood and other debris. This uncontrolled fill is dense.

#### **GROUNDWATER CONDITIONS:**

Accurate groundwater levels are difficult to determine in clayey silt soils with only short term readings or observations. Clayey silt soils typically do not allow an adequate amount of water to flow through the soil to produce a water level reading during the drilling operation. I have indicated where water was observed on the boring logs and where I observed it during my site visit.

The drilling procedure requires the use of drilling fluid during the boring process. This makes it difficult to determine ground water levels during the boring investigation.

Based on the groundwater levels observed during the boring investigation and my site, the moisture condition of the samples recovered from the boring holes and coloration of the soil samples, I judge that the groundwater level was located below depth of 8 feet at boring 7.

Perched groundwater tables may occur at higher elevations in the soil profile due to groundwater being retained by layers or lenses of silt or clay soils. Some fluctuation in hydrostatic groundwater levels and perched water conditions should be anticipated with variations in the seasonal rainfall and surface runoff.

It should be noted that the groundwater levels were obtained during the drilling procedure. Actual water levels may vary at the time of construction. Some groundwater could be encountered in soil layers labeled moist to wet on the boring logs.

#### **ANALYSIS AND RECOMMENDATIONS:**

##### *Site Work:*

The proposed construction areas should be cleared and grubbed and all organic topsoil and vegetation. The proposed building areas should also have any uncontrolled fill and debris stripped

from the site. The subgrade should be proof-rolled with a 10-ton roller. This proof rolling will compact the subgrade and reveal the presence of soft spots. If saturated subgrade conditions exist, I recommend that the subgrade be observed and probed by the soil engineer in place of proof rolling. Any soft spots should be excavated and backfilled with controlled fill material.

The removal of any uncontrolled fill should extend to a minimum horizontal distance past the edge of the footings equal to the depth that the fill extends under the footing. This is equal to a 1:1 slope down from the outer edge of the footing to the virgin soil. All uncontrolled fill within the proposed building area should also be removed.

The proposed parking lot area to the east contains uncontrolled fill. Because of the nature of the placement of the uncontrolled fill it may contain varying material including wood and other debris. This wood and debris may experience greater than normal settlements over time. If the owner is not willing to accept the risk of greater than normal settlements in the uncontrolled fill areas of the proposed parking lot then all the uncontrolled fill should be removed and replaced with controlled fill.

A way to stabilize a spongy, but suitable, virgin, subgrade would be to spread a reinforcement or separation type of geotextile on the subgrade and follow with a lift of clean, granular fill or stone. The thickness of the controlled fill can range from 1.0 to 2.5 feet, as necessary, to achieve a working mat upon which to construct the remainder of the controlled fill or to place footings. If open graded stone is used as controlled fill a layer of geotextile should be placed between the stone and any sand/gravel controlled fill or virgin soil.

#### *Controlled Fill:*

Before any controlled fill is placed the site should be inspected to verify that the site has been prepared according to the recommendations contained in this report as required by the NYS Building Code Section 1704.7.1.

Controlled, relatively clean, granular fill can be spread in lifts not exceeding 12 inches in loose thickness. These materials should be compacted to a minimum of 95 percent of the maximum ASTM Specification D 1557-91 density, modified proctor.

Materials containing significant percentages of fine-grained soils or cohesive materials should be spread in lifts not exceeding 9 inches in loose thickness and compacted to a minimum of 90 percent of the same density standard.

Some on-site material may be difficult to compact during wet weather or poor drying conditions. Given good drying conditions, the on-site soils with more than 10 percent silt/clayey silt could be compacted using disc harrows and sheepsfoot rollers or rubber-tired rollers, as applicable. These types of soils are sensitive to moisture content and weather conditions. During freezing or wet weather conditions these materials may not be able to be adequately compacted for use as structural fill.

If crushed stone is used as controlled fill it should have a layer of geotextile with a minimum tensile strength of 200 lbs and a minimum burst strength of 400 psi placed between the stone and existing soils. The stone should be placed in lifts not exceeding 12 inches in thickness and should be compacted with a minimum of 5 passes of a vibratory roller rated at 5 tons or larger.

Free Draining Controlled Fill Material: Naturally or artificially graded mixture of sand, natural or crushed stone or gravel conforming to NYS DOT Item 304-2.03, Type 4 or 2 as follows:

<u>U.S. Sieve No.</u>	<u>Percent Passing by Weight</u>
2 inch	100
1/4 inch	35-60
No. 40	5-40
No. 200	0-10

NYS DOT Table 703-4, Size 2 crushed stone, clean, durable, angular, and of uniform quality throughout:

<u>U.S. Sieve No.</u>	<u>Percent Passing by Weight</u>
1 ½ inch	100
1 inch	90-100
1/2 inch	0-15

All controlled fill should be free of organic and/or frozen material.

Free-draining controlled fill should have less than 10 percent fines passing the #200 sieve.

I recommend performing one field density test for every 2,000 square feet of controlled fill placed, within the overlaying building footprint, but in no case fewer than three tests per lift.

I recommend that for foundation wall and footing backfill that in each compacted backfill layer have at least one field in place density test for each 50 feet or less of wall or footing length, but not fewer than two tests along a wall face or footing be performed per lift.

Controlled granular fill should be placed adjacent to the exterior portion of foundation walls for the entrances to the apparatus bay. The controlled fill should extend to undisturbed virgin soil at the edge of the foundation excavation. I also recommend that a concrete apron, doweled to the foundation wall, be placed at the entrances to the apparatus bay to minimize rutting that can occur in asphalt pavements due to concentrated uniform wheel loading.

#### *Building Foundations:*

I recommend that the proposed structure be supported by spread footing foundations resting on virgin, inorganic, soils or on controlled fill which, in turn, rests on these virgin materials. Footings can be designed for a maximum, net, allowable soil bearing pressure of 4000 psf.

The soil engineer should observe the footing subgrade at the beginning of the project or if soil conditions change to verify the allowable bearing pressure of the soil encountered.

Loads from adjacent footings or structures should be assumed to distribute based on the elastic theory. Typical Boussinesq charts can be used to approximate loads at various depths and locations due to adjacent structures.

A minimum footing width of 2.0 feet is recommended for load bearing strip footings. Isolated footings should be at least 3.0 feet wide.

Exterior footings or footings in unheated areas should have a minimum of 4.0 feet of embedment for protection from frost action. Interior footings should have a minimum embedment of 2.0 feet below finished grade to develop the bearing value of the soils.

All walls that retain soil on only one side should have a drain tile placed along the base of the wall. The drain tile should be a minimum of 4 inches in diameter, surrounded by a minimum of 6 inches of properly graded washed sand or crushed stone wrapped with a non woven filter fabric with a maximum apparent opening size of 70 and a minimum trapezoid tearing strength of 100 lbs. The drain tile should drain to a stormwater sewer, daylight, or a sump equipped with a pump.

The wall should then be backfilled with a controlled, well graded, free-draining granular material. The material should extend away from the wall a horizontal distance of two-thirds the height of the fill being placed. The upper 1 foot of material should be a fairly impermeable material to shed surface water.

If these procedures are used, a static lateral soil pressure of 40 psf per foot of retained soil can be used for design of the wall. This static, active lateral soil pressure is based on a moist unit weight of 125 pcf and an angle of internal friction of 32 degrees. A wall soil friction angle of 18 degrees and a coefficient of base sliding of 0.4 can also be used for design.

If the retaining wall is braced or if the deflection is limited prior to backfilling so the active soil pressure is not achieved, a static, at-rest lateral soil pressure of 63 psf per foot of retained soil can be used for design.

To resist overturning and sliding a static lateral passive pressure of 250 psf per foot of embedment can be used. This static, passive pressure resistance value has been reduced from the calculated full passive pressure because of stress/strain characteristics of the soil. To develop the full, calculated resistance a certain amount of movement or deflection in the structure is required. The amount of movement required to generate this resistance generally greater than is acceptable for structures. I therefore recommend that the full passive pressure not be used.

The passive resistance of the upper two feet of soil, not in basement area, should be ignored due to surface effects of frost and moisture.

Any surcharge loading of existing adjacent building foundations or other adjacent structures/utilities should be addressed by the structural engineer using Boussinesq charts.

For the analysis of seismic loading the allowable soil bearing pressure and passive soil resistance may be increased by a factor of one-third.

#### *Floor Slabs:*

Concrete floor slabs in the general building area can be designed to rest on controlled fills resting on virgin materials. A 6-inch layer of well-graded, free-draining, granular material should be placed beneath the floor slab to provide drainage, act as a capillary break, and to provide better and more uniform support.

In the proposed apparatus bays, where vehicle loadings are to be applied to the floor slab, the proposed slab and supporting soils should be analyzed as a pavement structure. I recommend that a minimum of 12 inches of free draining controlled granular fill be placed below any concrete pavements.

A modulus of subgrade reaction of 150 psi per inch can be used to design concrete slabs resting on a minimum of 6 inches of free draining controlled fill that in turn rests on virgin soils. A modulus of subgrade reaction of 200 psi per inch can be used to design concrete slabs resting on a minimum of 12 inches of free draining controlled fill that in turn rests on virgin soils. A modulus of subgrade reaction of 100 psi per inch can be used to design exterior slabs or pavements resting on a minimum of 8 inches of free draining controlled fill. This reduced value is recommended due to seasonal variations that occur due to frost in the soils.

Exterior concrete pavements will experience some frost heave movements during the winter and spring. If these movements are not acceptable then a minimum of 4.0 feet of approved subbase material and properly designed drains would be required below the concrete pavements or sidewalks. The use of properly

designed footing drains can also be used to reduce possible frost heave movements adjacent to the proposed structure.

If the moisture levels of floor slab areas are critical additional drainage materials and vapor barriers will be required beneath the floor slab. Also the moisture content of the subbase soils should be carefully monitored to prevent excess water from saturating these subbase soils before the floor slab is poured. This aspect of the design should be performed by qualified others.

I also recommend that a concrete apron, doweled to the foundation wall, be placed at the entrances to the apparatus bay to minimize rutting that can occur in asphalt pavements due to concentrated uniform wheel loading. The apron should extend a minimum of 3 feet away from the building and should be designed as a rigid pavement structure.

#### *Seismic Conditions:*

The potential seismic conditions at the proposed site have been investigated using the information provided in the NYS Building Code Section 1613, the boring information obtained during my investigation and past experience with soils in the area.

Based on the soil boring information and my experience it is my opinion that the Site Soil Classification (Table 1615.1.1) could be assumed to be C. Using data from Reference Document ASCE41-17, Hazard level BSE-2N, I estimate that the MCE spectral acceleration ( $S_{xs}$ ) at short periods is 35.1 and the MCE spectral acceleration ( $S_{x1}$ ) at 1 s period is 9.0. I have included a copy of the spectral accelerations for other Hazard Levels in the appendix of this report.

The probabilistic ground motion values are expressed in %g for rock site class B. Peak ground accelerations in the upper soil profile may vary. If specific peak ground accelerations or shear wave velocities are required for the upper soil profile additional testing would be required. If it is determined by the structural engineer that the Seismic Design Category is D, E or F additional geotechnical recommendations can be provided.

The soil borings and my analysis do not indicate any significant potential seismic hazards such as liquefaction, sensitive clays, weakly cemented soil or surface rupture.

### *Pavement Designs:*

I have included two pavement designs based on a 15-year design life. The pavement recommendations contained in this report are based on the AASHTO Guide for Design of Pavement Structures and the Asphalt Institute Design Manual. The pavement designs are based on the virgin soils encountered at the site and granular uncontrolled fill material. As noted previously in this report if the existing uncontrolled fill is not removed from the proposed parking lot areas the owner will have to be willing to accept the risk of greater than normal settlements in the pavement. If the owner is not willing to accept that risk, then all the uncontrolled fill should be removed and replaced with controlled fill.

This first pavement design is for Standard Duty Parking Lot areas with no significant truck traffic. I recommend that the subgrade be stripped of all topsoil and debris and proof rolled. A layer of woven geotextile (min. tensile strength of 250 lbs and min. burst strength of 600 psi) should be placed over the proof rolled subgrade. A minimum of 12 inches of subbase (NYSDOT Par. 304-2.02, Type 1, 2 or 4) can then be placed over the geotextile. The subbase should be compacted to a minimum of 95 percent of the maximum density ASTM D 1557. The asphalt pavement (NYSDOT Table 401-1 Base or Binder, and Top) should be a minimum of 3.0 inches thick.

The second pavement design is for Medium to Light Duty Roadway areas with an average loading of 35 double axle trucks per week. This approximately equals 72,000 Equivalent Axle Loads (EAL). One EAL is equivalent to an 18,000-lb. single axle load. I recommend that the subgrade be stripped of all topsoil and debris and proof rolled. A layer of woven geotextile (min. tensile strength of 250 lbs and min. burst strength of 600 psi) should be placed over the stripped proof rolled subgrade. A minimum of 12.0 inches of subbase should then be placed over the geotextile and properly compacted. The asphalt pavement (NYSDOT Table 401-1 Base or Binder and Top) should be a minimum of 4.5 inches thick.

**CONSTRUCTION PROCEDURES AND PROBLEMS:**

The NYS Building Code Section 17 requires special inspections and follow up reports. These inspections should be performed to verify compliance with the recommendations contained in this report.

All excavations of more than a few feet should be sheeted and braced or laid back to prevent sloughing in of the sides.

Excavations should not extend below adjacent footings or structures unless properly designed sheeting and bracing or underpinning is installed.

Footings and floor slab subgrades should be tamped to compact any soil disturbed during the excavation process. A flat plate should be placed on the end of the excavator or backhoe bucket to reduce disturbance of the footing subgrade. If over excavation of subgrades are required to remove cobbles or boulders, then the over excavated areas should be filled with controlled granular fill or lean concrete.

A layer of geotextile (min. tensile strength of 200 lbs and min. burst strength of 400 psi) and 4 to 8 inches of crushed stone may be required in footing excavations to prevent disturbance of the virgin subgrade during wet weather.

Sump-pit and sump-pump-type dewatering may be required in excavations or low areas during wet weather or if groundwater is encountered. All dewatering programs should be designed to prevent bottom heave. Any dewatering program should be performed with properly designed filtration protection on all pumps to prevent loss of ground.

Temporary paving using coarse fill material or separation/reinforcement geotextile and coarse fill material may be required for moving about the site during wet or thaw weather.

The recommended pavement subbase is not designed for construction type traffic. Additional subbase, up to 24 inches of total thickness, may be required to support traffic loadings. Any areas of the pavement subgrades that become disturbed during construction should be removed and replaced with subbase materials.

Subgrades should be kept from freezing during construction. Water, snow, and ice should not be allowed to collect and stand in excavations or low areas of the subgrade.

Some obstacles, including concrete, asphalt pavement and other debris and possibly cobbles/boulders and bedrock, may be encountered in excavations.

The use of hydraulically operated rippers, pneumatic tools, or drilling and blasting may be required to remove bedrock or large boulders if encountered.

Design and construction procedures should include measures to limit the potential for slab curl and vapor transmission. The shrinkage properties of the concrete should be controlled and the curing of the concrete controlled. Differential shrinkage between the top and bottom of the slabs could otherwise result in curling of the slabs. The control of vapor transmission through the slab should also be addressed. These phenomena may be only indirectly related to soil conditions. The architect/structural engineer should address this aspect of the design.

Current American Concrete Institute recommendations for the design and construction of floor slabs and the control of shrinkage, slab curl and vapor transmission can be referred to.

Putnam Valley Fire Station  
Putnam Valley, NY  
File No. 2061

**CONTENTS OF APPENDIX:**

1. General Notes
2. Boring Location Diagram
3. Boring Logs
4. Seismic Design Values
5. Laboratory Test Results
6. Unified Soil Classification System
7. Soil Use Chart
8. General Qualifications

# GENERAL NOTES

## DRILLING & SAMPLING SYMBOLS

- SS : Split-Spoon — 1<sup>3/4</sup> " I.D., 2" O.D., except where noted
- S : Shelby Tube — 2" O.D., except where noted
- PA : Power Auger Sample
- DB : Diamond Bit — NX: BX: AX:
- CB : Carbide Bit — NX: BX: AX:
- OS : Osterberg Sampler — 3" Shelby Tube
- HS : Housel Sampler
- WS : Wash Sample
- FT : Fish Tail
- RB : Rock Bit
- WO : Wash Out

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch OD split spoon, except where noted

## WATER LEVEL MEASUREMENT SYMBOLS

- WL : Water Level
- WCI : Wet Cave In
- DCI : Dry Cave In
- WS : While Sampling
- WD : While Drilling
- BCR : Before Casing Removal
- ACR : After Casing Removal
- AB : After Boring

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable ground water levels. In impervious soils the accurate determination of ground water elevations is not possible in even several day's observation, and additional evidence on ground water elevations must be sought.

## CLASSIFICATION

### COHESIONLESS SOILS

- "Trace" : 1% to 10%
  - "Trace to some" : 10% to 20%
  - "Some" : 20% to 35%
  - "And" : 35% to 50%
  - Loose : 0 to 9 Blows
  - Medium Dense : 10 to 29 Blows
  - Dense : 30 to 59 Blows
  - Very Dense :  $\geq 60$  Blows
- } or equivalent

### COHESIVE SOILS

If clay content is sufficient so that clay dominates soil properties, then clay becomes the principle noun with the other major soil constituent as modifiers: i.e., silty clay. Other minor soil constituents may be added according to classification breakdown for cohesionless soils; i.e., silty clay, trace to some sand, trace gravel.

- Soft : 0.00 — 0.59 tons/ft<sup>2</sup>
- Medium : 0.60 — 0.99 tons/ft<sup>2</sup>
- Stiff : 1.00 — 1.99 tons/ft<sup>2</sup>
- Very Stiff : 2.00 — 3.99 tons/ft<sup>2</sup>
- Hard :  $\geq 4.00$  tons/ft<sup>2</sup>



**PROJECT NAME:** Putnam Valley Fire Station  
**LOCATION:** Putnam Valley, New York  
**DATE STARTED/COMPLETED:** July 2009  
**ENGINEER/ARCHITECT:** Mitchell Associates  
**DRILLING METHOD:** Rotary Wash  
**DRILL RIG TYPE:** Truck Mount  
**HAMMER WEIGHT:** 140 Lbs  
**DROP:** 30 Inches  
**CASING DIAMETER: OD/ID:** 4.0 inch ID  
**WATER LEVEL DEPTH:** None Observed **TIME:** WS

**FILE NUMBER:** 2061  
**OFFSET:** None  
**SURFACE ELEV.:** 489 +/- ft  
**DRILL CONTRACTOR:** Kendrick Enterprises Ltd

**Daniel G Loucks PE**  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	2-2-2-6	4		Topsoil
2						Fine to Medium Sand, some Clayey Silt, trace Gravel, Brown, Moist, Loose (SM)
3	2	SS	8-10-12-13	22		Fine to Coarse Sand, some Clayey Silt, trace Gravel, Brown, Moist, Medium Dense to Very Dense (SM)
4						
5	3	SS	16-24-30-87	54		
6						End of Boring at 6.0 Feet
7						
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18						
19						
20						
21						
22						
23						
24						
25						
26						
27						

**PROJECT NAME:** Putnam Valley Fire Station

**FILE NUMBER:** 2061

**LOCATION:** Putnam Valley, New York

**OFFSET:** None

**DATE STARTED/COMPLETED:** July 2009

**SURFACE ELEV.:** 500 +/- ft

**ENGINEER/ARCHITECT:** Mitchell Associates

**DRILL CONTRACTOR:** Kendrick Enterprises Ltd

**DRILLING METHOD:** Rotary Wash

**DRILL RIG TYPE:** Truck Mount

**HAMMER WEIGHT:** 140 Lbs

**DROP:** 30 Inches

**CASING DIAMETER:** OD/ID: 4.0 inch ID

**WATER LEVEL DEPTH:** None Observed **TIME:** WS

Daniel G Loucks PE  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	2-5-18-23	23		Fine to Coarse Sand, some Gravel, trace to some Clayey Silt, Brown, Dry, Medium Dense (SM) Possible Fill
2						
3	2	SS	28-34-30-24	64		Fine to Coarse Sand, some Clayey Silt, trace Gravel, Brown, Moist, Very Dense (SM)
4						
5	3	SS	17-30-37-29	67		
6						End of Boring at 6.0 Feet
7						
8						
9						
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13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						

PROJECT NAME: Putnam Valley Fire Station

FILE NUMBER: 2061

LOCATION: Putnam Valley, New York

OFFSET: None

DATE STARTED/COMPLETED: July 2009

SURFACE ELEV.: 496 +/- ft

ENGINEER/ARCHITECT: Mitchell Associates

DRILL CONTRACTOR: Kendrick Enterprises Ltd

DRILLING METHOD: Rotary Wash

DRILL RIG TYPE: Truck Mount

HAMMER WEIGHT: 140 Lbs

DROP: 30 Inches

CASING DIAMETER: OD/ID: 4.0 inch ID

WATER LEVEL DEPTH: None Observed TIME: WS

Daniel G Loucks PE  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	7-25-26-18	51		Fine to Coarse Sand, trace to some Gravel, Concrete, Fractured Rock, Silt, Dark Gray, Dense (SM) FILL
2						
3	2	SS	30--20-15-8	35		Fine to Coarse Sand, some Asphalt Pavement, trace to some Gravel, Clayey Silt, trace Wood, Dark Gray, Moist, Dense (SM) FILL
4						
5	3	SS	8-10-3024	40		End of Boring at 6.0 Feet
6						
7						
8						
9						
10						
11						
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24						
25						
26						
27						

PROJECT NAME: Putnam Valley Fire Station

FILE NUMBER: 2061

LOCATION: Putnam Valley, New York

OFFSET: None

DATE STARTED/COMPLETED: July 2009

SURFACE ELEV.: 492 +/- ft

ENGINEER/ARCHITECT: Mitchell Associates

DRILL CONTRACTOR: Kendrick Enterprises Ltd

DRILLING METHOD: Rotary Wash

DRILL RIG TYPE: Truck Mount

HAMMER WEIGHT: 140 Lbs

DROP: 30 Inches

CASING DIAMETER: OD/ID: 4.0 inch ID

WATER LEVEL DEPTH: None Observed TIME: WS

Daniel G Loucks PE  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	3-3-3-2	6		Topsoil
2						Fine to Coarse Sand, some Clayey Silt, trace to some Gravel, Brown, Moist, Loose (SM) Possible Fill
3	2	SS	1-1-2-6	3		
4						Fine to Medium Sand, some Clayey Silt, trace Gravel, Moist to Wet, Medium Dense (SM)
5	3	SS	8-11-12-13	23		
6						Fine to Coarse Sand, some Clayey silt, trace to some Gravel, Brown, Moist, Dense (SM)
7	4	SS	17-20-27-23	47		
8						
9	5	SS	22-27-25-43	52		
10						End of Boring at 10.0 Feet
11						
12						
13						
14						
15						
16						
17						
18						
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20						
21						
22						
23						
24						
25						
26						
27						

**PROJECT NAME:** Putnam Valley Fire Station

**LOCATION:** Putnam Valley, New York

**DATE STARTED/COMPLETED:** July 2009

**ENGINEER/ARCHITECT:** Mitchell Associates

**DRILLING METHOD:** Rotary Wash

**DRILL RIG TYPE:** Truck Mount

**HAMMER WEIGHT:** 140 Lbs

**DROP:** 30 Inches

**CASING DIAMETER:** OD/ID: 4.0 inch ID

**WATER LEVEL DEPTH:** None Observed **TIME:** WS

**FILE NUMBER:** 2061

**OFFSET:** None

**SURFACE ELEV.:** 498 +/- ft

**DRILL CONTRACTOR:** Kendrick Enterprises Ltd

**Daniel G Loucks PE**  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	2-3-2-3	5		Topsoil
2						Fine to Coarse Sand, trace to some Clayey Silt, trace Gravel, Brown, Moist, Loose (SM)
3	2	SS	7-8-10-19	18		Fine to Medium Sand, trace Gravel, Silt, Brown, Moist, Medium Dense (SM-SP)
4						
5	3	SS	8-19-87-20	100+		Fine to Medium Sand and Clayey Silt, some Gravel, Brown, Moist to Wet, Dense (SM)
6						
7	4	SS	25-38-24-23	62		Fine to Sand and Clayey Silt, Brown, Moist to Wet, Very Dense (SM-ML)
8						
9	5	SS	30-26-43-33	69		Fine to Medium Sand and Clayey Silt, some Gravel, Brown, Moist to Wet, Very Dense (SM-ML)
10						Driller Notes Cobbles/Boulders
11	6	SS	29-42-49-56	91		
12						
13		RB				
14						
15	7	SS	38-56-69-112	100+		
16						End of Boring 16.0 Feet
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						

PROJECT NAME: Putnam Valley Fire Station

FILE NUMBER: 2061

LOCATION: Putnam Valley, New York

OFFSET: None

DATE STARTED/COMPLETED: July 2009

SURFACE ELEV.: 492 +/- ft

ENGINEER/ARCHITECT: Mitchell Associates

DRILL CONTRACTOR: Kendrick Enterprises Ltd

DRILLING METHOD: Rotary Wash

DRILL RIG TYPE: Truck Mount

HAMMER WEIGHT: 140 Lbs

DROP: 30 Inches

CASING DIAMETER: OD/ID: 4.0 inch ID

WATER LEVEL DEPTH: None Observed TIME: WS

Daniel G Loucks PE  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	1-2-2-5	4		Topsoil
2						Fine to Medium Sand, some Clayey Silt, trace to some Gravel, Brown, Moist, Loose (SM)
3	2	SS	19-20-14-29	34		Fine to Coarse Sand, some Clayey Silt, trace Gravel, Moist, Brown, Dense (SM)
4						
5	3	SS	14-15-19-20	34		
6						
7	4	SS	25-35-86-32	100+		Fine to Coarse Sand and Clayey Silt, some Gravel, Brown, Moist to Wet, Very Dense (SM-ML) Driller Notes Cobbles
8						
9	5	SS	41-86-100-53	100+		Fine to Coarse Sand, some Clayey Silt, trace Gravel, Moist to Wet, Very Dense (SM) Driller Notes Cobbles
10						End of Boring at 10.0 Feet
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						

PROJECT NAME: Putnam Valley Fire Station

FILE NUMBER: 2061

LOCATION: Putnam Valley, New York

OFFSET: None

DATE STARTED/COMPLETED: July 2009

SURFACE ELEV.: 498 +/- ft

ENGINEER/ARCHITECT: Mitchell Associates

DRILL CONTRACTOR: Kendrick Enterprises Ltd

DRILLING METHOD: Rotary Wash

DRILL RIG TYPE: Truck Mount

HAMMER WEIGHT: 140 Lbs

DROP: 30 Inches

CASING DIAMETER: OD/ID: 4.0 inch ID

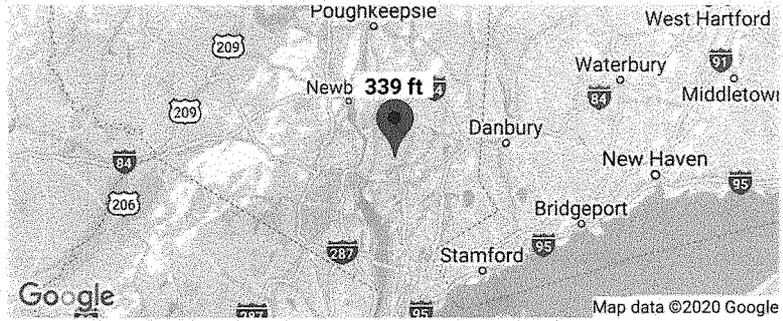
WATER LEVEL DEPTH: 8.0 ft TIME: 13 Jul 09

Daniel G Loucks PE  
 PO Box 163  
 Ballston Spa, New York 12020  
 Phone: 518-371-7622  
 Fax: 518-383-2069

DEPTH	Sample Number	Sample Type	BLOW COUNTS per 6 inches	"N" Value	Recovery	DESCRIPTION
1	1	SS	1-2-3-4	5		Topsoil
2						Fine to Coarse Sand, trace to some Clayey Silt, trace Gravel, Brown, Moist, Loose (SM)
3	2	SS	5-7-12-14	19		Fine to Coarse Sand, some Clayey Silt, trace Gravel, Brown, Moist, Medium Dense to Dense (SM)
4						
5	3	SS	16-18-20-23	38		
6						
7						
8		RB				
9						Fine to Coarse Sand, some Gravel, Clayey Silt, Brown, Wet, Very Dense (SM) Driller Notes Cobbles/Boulders
10	4	SS	29-36-41-50	77		
11						
12		RB				
13						
14						
15	5	SS	55-73-100/2	100+		
16						
17		RB				
18						
19						End of Boring at 19.0 Feet
20						Split Spoon Refusal on Boulder or Bedrock
21						
22						
23						
24						
25						
26						
27						

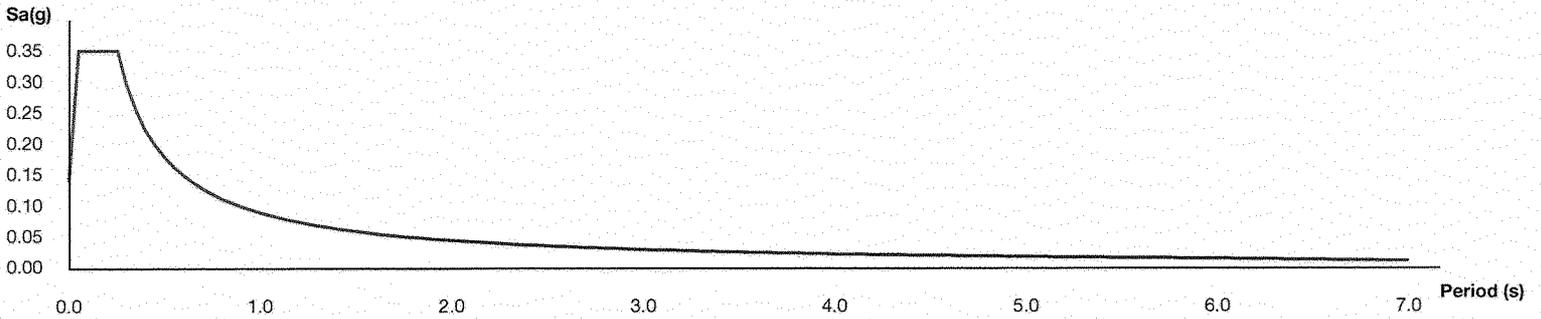
**Search Information**

**Address:** Putnam Valley, NY, USA  
**Coordinates:** 41.3423559, -73.8491353  
**Elevation:** 339 ft  
**Timestamp:** 2020-11-25T14:29:24.591Z  
**Hazard Type:** Seismic  
**Reference Document:** ASCE41-17  
**Site Class:** C



**Custom Probability:**

**Horizontal Response Spectrum - Hazard Level BSE-2N**



**Hazard Level BSE-2N**

Name	Value	Description
SsUH	0.286	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR <sub>S</sub>	0.945	Coefficient of risk (0.2s)
SsRT	0.27	Probabilistic risk-targeted ground motion (0.2s)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S <sub>S</sub>	0.27	MCE <sub>R</sub> ground motion (period=0.2s)
F <sub>a</sub>	1.3	Site amplification factor at 0.2s
S <sub>XS</sub>	0.351	Site modified spectral response (0.2s)
S1UH	0.064	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR <sub>1</sub>	0.938	Coefficient of risk (1.0s)
S1RT	0.06	Probabilistic risk-targeted ground motion (1.0s)
S1D	0.6	Factored deterministic acceleration value (1.0s)
S <sub>1</sub>	0.06	MCE <sub>R</sub> ground motion (period=1.0s)
F <sub>V</sub>	1.5	Site amplification factor at 1.0s
S <sub>X1</sub>	0.09	Site modified spectral response (1.0s)

**Hazard Level BSE-1N**

Name	Value	Description
S <sub>XS</sub>	0.234	Site modified spectral response (0.2s)
S <sub>X1</sub>	0.06	Site modified spectral response (1.0s)

## Hazard Level BSE-2E

Name	Value	Description
$S_S$	0.147	$MCE_R$ ground motion (period=0.2s)
$F_a$	1.3	Site amplification factor at 0.2s
$S_{XS}$	0.191	Site modified spectral response (0.2s)
$S_1$	0.038	$MCE_R$ ground motion (period=1.0s)
$F_v$	1.5	Site amplification factor at 1.0s
$S_{X1}$	0.057	Site modified spectral response (1.0s)

## Hazard Level BSE-1E

Name	Value	Description
$S_S$	0.049	$MCE_R$ ground motion (period=0.2s)
$F_a$	1.3	Site amplification factor at 0.2s
$S_{XS}$	0.064	Site modified spectral response (0.2s)
$S_1$	0.015	$MCE_R$ ground motion (period=1.0s)
$F_v$	1.5	Site amplification factor at 1.0s
$S_{X1}$	0.023	Site modified spectral response (1.0s)

## $T_L$ Data

Name	Value	Description
$T_L$	6	Long-period transition period (s)

Hazard loads are provided by the U.S. Geological Survey [Seismic Design Web Services](#).

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# CONSTRUCTION TECHNOLOGY

INSPECTION & TESTING DIVISION, P.D. & T.S., INC.

4 William Street, Ballston Lake, New York 12019

Phone: (518) 399-1848 Fax: (518) 399-1913

CLIENT: DANIEL LOUCKS, P.E.  
 POST OFFICE BOX 163  
 BALLSTON SPA, NEW YORK 12020

REPORT DATE: 07/15/09  
 SAMPLE NUMBER: 11199  
 OUR FILE NO: 750.001

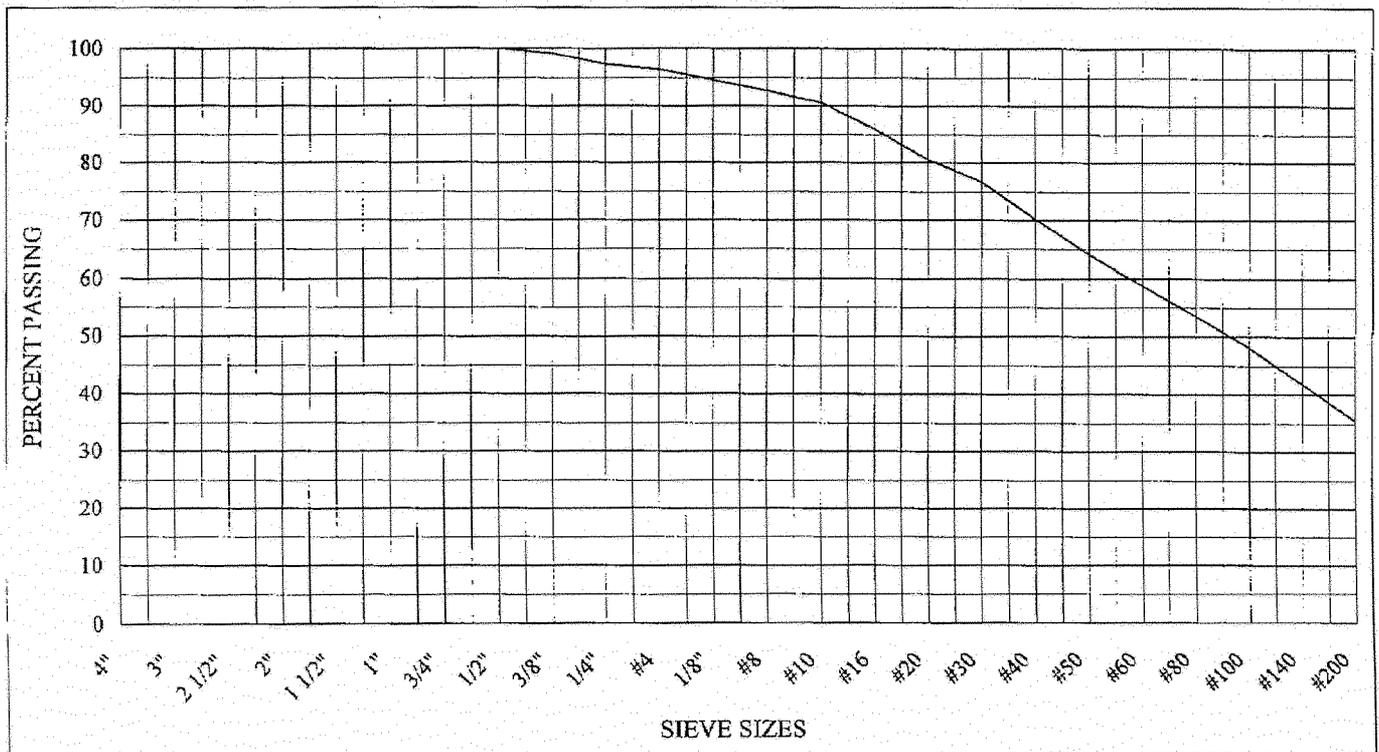
ATTN: MR. DANIEL LOUCKS, P.E.  
 PROJECT: PUTNAM VALLEY FIRESTATION

REVIEWED BY: TOM JOSLIN, SET, NICET

## ASTM C136 / C117 / D422: SIZE DISTRIBUTION OF SOIL & AGGREGATES: SIEVE ANALYSIS

MATERIAL SOURCE: CLIENT ID: B-6, S-2, 2-4'  
 MATERIAL DESCRIPTION: SAND, fine/medium; and Silt/Clay; trace fine Gravel  
 MATERIAL PROJECT USE: PER CLIENT:  
 EVALUATION SPECIFICATION: PER CLIENT:

COARSE SIEVE SERIES: US STANDARD				MEDIUM SIEVE SERIES: US STANDARD				FINE SIEVE SERIES: US STANDARD			
SIEVE SIZE	PERCENT RETAINED	PERCENT PASSING	SPECIFICATION ALLOWANCE	SIEVE SIZE	PERCENT RETAINED	PERCENT PASSING	SPECIFICATION ALLOWANCE	SIEVE SIZE	PERCENT RETAINED	PERCENT PASSING	SPECIFICATION ALLOWANCE
4"				1/4"	2.6	97.4		#50	35.9	64.1	
3"				#4	3.6	96.4		#60			
2 1/2"				1/8"				#80			
2"				#8	7.3	92.7		#100	51.8	48.2	
1 1/2"				#10				#140			
1"				#16	14.0	86.0		#200	64.5	35.5	
3/4"				#20				SILT			
1/2"		100.0		#30	23.2	76.8		CLAY			
3/8"	0.8	99.2		#40	29.8	70.2		COLLOID			





Soil Characteristics Pertinent to Roads and Airfields

Major Divisions	Letter (1)	Name	Value as Subgrade When Not Subject to Frost Action	Value as Subbase When Not Subject to Frost Action	Value as Base When Not Subject to Frost Action	Potential Frost Action	Compressibility and Expansion	Drainage Characteristics	Compaction Equipment	Unit Dry Weight lb. per cu. ft.	Typical Design Values	
											CBR (2)	Subgrade Modulus k lb. per cu. in.
GRAVEL AND GRAVELLY SOILS	GW	Well-graded gravels or gravel-sand mixtures, little or no fines	Excellent	Excellent	Good	None to very slight	Almost none	Excellent	Crawler-type tractor, rubber-tired roller, steel-wheeled roller	125-140	40-80	300-500
	GP	Poorly graded gravels or gravel-sand mixtures, little or no fines	Good to excellent	Good	Fair to good	None to very slight	Almost none	Excellent	Crawler-type tractor, rubber-tired roller, steel-wheeled roller	110-140	30-60	300-500
			Good to excellent	Good	Fair to good	Slight to medium	Very slight	Fair to poor	Rubber-tired roller, sheepfoot roller; close control of moisture	125-145	40-60	300-500
	GM	Silty gravels, gravel-sand-silt mixtures	Good	Fair	Poor to not suitable	Slight to medium	Slight	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	115-135	20-30	200-500
			Good	Fair	Poor to not suitable	Slight to medium	Slight	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	130-145	20-40	200-500
	OC	Clayey gravels, gravel-sand-clay mixtures	Good	Fair	Poor to not suitable	Slight to medium	Slight	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	110-130	20-40	200-400
			Good	Fair to good	Poor	None to very slight	Almost none	Excellent	Crawler-type tractor, rubber-tired roller	105-135	10-40	150-400
	SW	Well-graded sands or gravelly sands, little or no fines	Good	Fair to good	Poor to not suitable	Slight to high	Very slight	Fair to poor	Rubber-tired roller, sheepfoot roller; close control of moisture	120-135	15-40	150-400
			Fair	Fair to good	Poor	Slight to high	Slight to medium	Slight to medium	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	100-130	10-20
	SP	Poorly graded sands or gravelly sands, little or no fines	Fair to good	Fair	Poor to not suitable	Slight to high	Very slight	Fair to poor	Rubber-tired roller, sheepfoot roller; close control of moisture	100-130	10-20	100-300
Fair to good			Fair	Poor	Slight to high	Slight to medium	Slight to medium	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	100-135	5-20	100-300
SM	Silty sands, sand-silt mixtures	Fair to good	Fair to good	Poor	Slight to high	Very slight	Fair to poor	Rubber-tired roller, sheepfoot roller; close control of moisture	100-130	10-20	100-300	
		Fair	Fair to good	Poor	Slight to high	Slight to medium	Slight to medium	Poor to practically impervious	Rubber-tired roller, sheepfoot roller	100-135	5-20	100-300
SC	Clayey sands, sand-clay mixtures	Poor to fair	Poor	Not suitable	Slight to high	Slight to medium	Fair to poor	Rubber-tired roller, sheepfoot roller	90-130	15 or less	100-200	
		Poor to fair	Not suitable	Not suitable	Medium to very high	Slight to medium	Slight to medium	Poor to practically impervious	Rubber-tired roller, sheepfoot roller; close control of moisture	90-130	15 or less	100-200
ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	Poor to fair	Not suitable	Not suitable	Medium to very high	Slight to medium	Fair to poor	Rubber-tired roller, sheepfoot roller	90-130	15 or less	100-200	
		Poor to fair	Not suitable	Not suitable	Medium to high	Medium	Practically impervious	Rubber-tired roller, sheepfoot roller	90-130	15 or less	50-150	
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	Poor to fair	Not suitable	Not suitable	Medium to high	Medium	Poor	Rubber-tired roller, sheepfoot roller	90-105	5 or less	50-100	
		Poor	Not suitable	Not suitable	Medium to high	Medium to high	High	Fair to poor	Sheepsfoot roller, rubber-tired roller	80-105	10 or less	50-100
MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	Poor	Not suitable	Not suitable	Medium to very high	High	Fair to poor	Sheepsfoot roller, rubber-tired roller	90-115	15 or less	50-150	
		Poor to fair	Not suitable	Not suitable	Medium	High	Practically impervious	Sheepsfoot roller, rubber-tired roller	80-110	5 or less	25-100	
CH	Inorganic clays of medium to high plasticity, organic silts	Poor to fair	Not suitable	Not suitable	Medium	High	Fair to poor	Sheepsfoot roller, rubber-tired roller	80-110	5 or less	25-100	
		Poor to very poor	Not suitable	Not suitable	Medium	High	Practically impervious	Sheepsfoot roller, rubber-tired roller	80-110	5 or less	25-100	
OH	Organic clays of high plasticity, fat clays	Poor to very poor	Not suitable	Not suitable	Medium	High	Fair to poor	Compaction not practical	—	—	—	
		Not suitable	Not suitable	Not suitable	Slight	Very high	Fair to poor	Compaction not practical	—	—	—	
HI	Peat and other highly organic soils	Not suitable	Not suitable	Not suitable	Slight	Very high	Fair to poor	Compaction not practical	—	—	—	
		Not suitable	Not suitable	Not suitable	Slight	Very high	Fair to poor	Compaction not practical	—	—	—	

Note:  
 (1) Unit Dry Weights are for compacted soil at optimum moisture content for modified AASHO compaction effort. Division of GM and SM groups into subdivision of d and u are for roads and airfields only. Subdivision is basis of Aterberg limits; suffix d (e.g., GMd) will be used when the liquid limit (LL) is 25 or less and the plasticity index is 6 or less; the suffix u will be used otherwise.  
 (2) The maximum value that can be used in design of airfields is, in some cases, limited by gradation and plasticity requirements.

## GENERAL QUALIFICATIONS

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope of the project and location described herein, and my description of the project represents my understanding of the significant aspects relevant to soil and foundation characteristics. In the event that any changes in the design or location of the proposed facilities, as outlined in this report, are planned, I should be informed so the changes can be reviewed and the conclusions of this report modified or approved in writing by myself.

It is recommended that all construction operations dealing with earthwork and foundations be inspected by an experienced soil engineer to assure that the design requirements are fulfilled in the actual construction. If you wish, I would welcome the opportunity to review the plans and specifications when they have been prepared so that I may have the opportunity of commenting on the effect of soil conditions on the design and specifications.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings and/or test pits performed at the locations indicated on the location diagram and from any other information discussed in the report. This report does not reflect any variations which may occur between these boring and/or test pits. In the performance of subsurface investigations, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil and rock conditions exist on most sites between boring locations and also such situations as groundwater conditions vary from time to time. The nature and extent of variations may may not become evident until the course of construction. If variations then appear evident, it will be necessary for a reevaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of any variations.

**SECTION 004000  
PROCUREMENT FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Instructions to Bidders: AIA A701-2018.
- C. Substitution Request Form (During Procurement): Section 001116.1 RFI Form.
- D. Substitution Request Form: CSI/CSC Form 13.1A-2013 (After the Bidding/Negotiating Stage):  
.
- E. Bid Form: Section 004116.
- F. Procurement Form Supplements:
  - 1. Bid Security Form: AIA 310-2010; See Section 004313
- G. Representations and Certifications:
  - 1. Bidder's Qualifications: AIA A305-2020.
  - 2. Non-Collusion Affidavit: Included as part of Bid Form.

**1.02 REFERENCE STANDARDS**

- A. AIA A305-2020 - Contractor's Qualification Statement.
- B. AIA A701-2018 - Instruction to Bidders.
- C. AIA G703-1992 - Continuation Sheet

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**SECTION 004116  
 BID FORM**

<b>PROJECT:</b>	PUTNAM VALLEY FIRE STATION #1
<b>BID MADE TO:</b>	PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC.
	12 CANOPUS HOLLOW ROAD
	PUTNAM VALLEY, NY 10579
<b>ARCHITECT:</b>	MITCHELL ASSOCIATES ARCHITECTS, PLLC
<b>BIDDER:</b>	_____
	_____
	_____
	EMAIL: _____
	PHONE: _____ FAX: _____

**BID CONTRACT:** CONTRACT NO. [1] - GENERAL CONSTRUCTION CONTRACT (GCC)  
 THE UNDERSIGNED BIDDER, HAVING FAMILIARIZED (THEMSELVES) WITH THE EXISTING  
 CONDITIONS AT THE PROJECT AREA AFFECTING THE COST OF THE WORK, AND THE  
 CONTRACT DOCUMENTS AS PREPARED BY MITCHELL ASSOCIATES ARCHITECTS, PLLC  
 AND FORM OF SURETY BONDS, HEREBY PROPOSE TO PERFORM THE WORK OF THE  
 PUTNAM VALLEY FIRE STATION #1, ALL IN ACCORDANCE WITH THE CONTRACT  
 DOCUMENTS, WITHIN THE CONTRACT TIME, FOR THE FOLLOWING LUMP SUM BID:

**TOTAL BID \$** \_\_\_\_\_  
 \_\_\_\_\_ **DOLLARS** \_\_\_\_\_ **CENTS**

**CONTRACTOR TAKE NOTE**

**ALL DOLLAR AMOUNTS FOR ALTERNATES, ALLOWANCE AND UNIT PRICES MUST BE FILLED IN TO CONSTITUTE A VALID BID.**

**ALTERNATES**

**IF THE ALTERNATE DOES NOT AFFECT YOUR CONTRACT OR THE ALTERNATE DOES NOT CHANGE YOUR BASE BID PRICE, ENTER EITHER "NOT APPLICABLE" OR "NO CHANGE". DO NOT LEAVE THE ALTERNATE BLANK. WE HAVE IDENTIFIED THE CONTRACTS THAT WE BELIEVE ARE AFFECTED BY THE ALTERNATES. THIS DOES NOT RESTRICT YOU FROM ENTERING AN ADD OR DEDUCT AMOUNT IF YOU BELIEVE YOUR BASE BID IS AFFECTED BY THE ALTERNATE.**

**THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION - ALTERNATES: SCHEDULE OF ALTERNATES FOR DETAILED DESCRIPTIONS OF ALL ITEMS AFFECTED BY EACH ALTERNATE AND THE METHOD OF CALCULATING THE ENTERED LUMP SUM COSTS FOR EACH BELOW.**

**ALTERNATE # ALTERNATE DEDUCT GCC-01- ELEVATOR DEDUCT:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**ALTERNATE # ALTERNATE DEDUCT GCC-02- GRAVEL PARKING IN LIEU OF ASPHALT:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**ALTERNATE # ALTERNATE DEDUCT GCC-03- ASPHALT SHINGLES IN LIEU OF STANDING SEAM ROOFING:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**ALTERNATE # ALTERNATE DEDUCT GCC-04- DELETE SIXTY PARKING SPACES:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**ALTERNATE # ALTERNATE DEDUCT GCC-05- DELETE FIRE SPRINKLER SYSTEM:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**ALTERNATE # ALTERNATE DEDUCT GCC-06- DELETE FIRE SPRINKLER STORAGE TANK:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**UNIT PRICES**

**THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED, AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS. REFER TO SECTION - UNIT PRICES: SCHEDULE OF UNIT PRICES.**

**UNIT PRICE # 1- EXCAVATION & REMOVAL FROM SITE OF UNSUITABLE FILL:**

\$ \_\_\_\_\_ PER \_\_\_\_\_ C.Y.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**UNIT PRICE # 2- FILL PLACEMENT (SOIL MATERIALS):**

\$ \_\_\_\_\_ PER \_\_\_\_\_ C.Y.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**UNIT PRICE # 3- FILL PLACEMENT (SELECT GRANULAR FILL):**

\$ \_\_\_\_\_ PER \_\_\_\_\_ C.Y.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**UNIT PRICE # 4- GENERAL ROCK REMOVAL:**

\$ \_\_\_\_\_ PER \_\_\_\_\_ C.Y.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**UNIT PRICE # 5- TRENCH & PIER ROCK REMOVAL:**

\$ \_\_\_\_\_ PER \_\_\_\_\_ C.Y.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**UNIT PRICE # 6- FLUID-APPLIED FLOORING MOISTURE MITIGATION :**

\$ \_\_\_\_\_ PER \_\_\_\_\_ S.F.  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT

**ALLOWANCES**

THE REQUIRED ALLOWANCE FOR THIS CONTRACT IN THE AMOUNT OF THREE HUNDRED-TWENTY THOUSAND DOLLARS (**\$320,000.00**) AS DESCRIBED IN SECTION 012100 IS INCLUDED IN THE TOTAL BID SUM.

**A. ALLOWANCE - GCC**

1. Include an Allowance of Three Hunderd-Twenty Thousand Dollars (\$320,000.00) for the Contract Modification Procedures as specified in Specifications Section 012100, and AIA A201-2017, General Conditions of the Contract for Construction, paragraph 3.8.

ALL ALLOWANCES FOR THIS CONTRACT NO. 1 - GCC CONTRACT AS DESCRIBED IN SECTION 012100 ARE INCLUDED IN THE TOTAL BID SUM.

**PROPOSED SUBCONTRACTORS FORM  
PARTICULARS**

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

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

TO (Owner ): **Putnam Valley Volunteer Fire Department, Inc.**

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

The following work will be performed (or provided) by Subcontractors and coordinated by us:  
(NOTE: If more than one firm is still under consideration for any below trade, list all by name.)

**LIST OF SUBCONTRACTORS**

**WORK SUBJECT      SUBCONTRACTOR NAME**

<u>Civil/Site</u>	_____
<u>Plumbing</u>	_____
<u>HVAC</u>	_____
<u>Electrical</u>	_____
<u>ROOFING</u>	_____
<u>MASON</u>	_____
<u>EPOXY FLOORING</u>	_____
<u>FIRE SUPPRESSION</u>	_____
	_____
	_____

**END OF PROPOSED SUBCONTRACTORS FORM**

**NOTES**

1.	If written Notice of Award is mailed, telegraphed or faxed delivered to the undersigned Bidder after the bid opening but before his bid is ninety (90) days old, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within fourteen (14) days after such Notice of Award.
2.	Security in the sum of _____ DOLLARS ( _____ \$) in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.
3.	The Bidder has received: Addenda numbers _____ to _____, inclusive, and has included the effect thereof in his bid. No addendum _____ (check, if appropriate).
4.	The Bidder agrees that the Work will be substantially completed within the number of calendar days indicated in the Specifications.
5.	Alternates, Allowances and Unit Prices - For work to be added to or deleted from the Contract. The summary shall be filled in by the Bidder, with the price written in words and numerals, in blue or black ink or by typewriter. Should a discrepancy in prices appear between the written words and numeric figures, the written words shall take precedence. State the amounts to be added to or deleted from the Base Bid per the indicated units for each listed item. A. Allowances shall be incorporated into the Bidder's base bid. B. Alternates shall either be adds or deducts to the Bidder's base bid and shall be clearly shown in the bid form. C. Unit prices shall be shown in the bid form. <u>Unit prices are only for additional work due to field conditions and are not part of the base bid.</u>
6.	The Bidder accepts the provisions of the Specifications concerning delay damages in the event of failure to complete the work on time.
7.	The Bidder represents that its bid is in compliance with laws of the State of New York.
8.	The Bidder is aware and has bid accordingly. The Putnam Valley Volunteer Fire Department, Inc. is a tax-exempt entity.

<b>SIGNATURES</b>	
Bidder:	_____
Official Address:	_____ _____ _____
	Phone: _____ Fax: _____
By (print/type)	_____
	Title
Subscribed and sworn to me before this	_____ day of _____, 20__
(CORPORATE SEAL)	Date _____, 20__
<b>STATEMENT OF NON-COLLUSION IN BIDS &amp; PROPOSALS</b>	
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:	
I.	The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
II.	Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
III.	No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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**END OF BID FORM**

**SECTION 004313  
BID SECURITY FORM**

**PART 1 GENERAL**

**1.01 FORM OF BID SECURITY**

- A. The Bid Bond applicable to this contract is attached following this page.

**1.02 RELATED REQUIREMENTS**

- A. Section 004116 - Bid Form - Stipulated Sum (Single-Prime)

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

**Bid Bond**

CONTRACTOR:  
(Name, legal status and address)

« »« »  
« »

SURETY:  
(Name, legal status and principal place of business)

« »« »  
« »

OWNER:  
(Name, legal status and address)

**Putnam Valley Fire Department, Inc.**  
**12 Canopus Hollow Road**  
**Putnam Valley, NY 10579**

BOND AMOUNT: \$ « »

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

**The New Putnam Valley Fire Department Fire Station**  
**Oscawana Lake Road**  
**Putnam Valley, NY 10579**

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

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

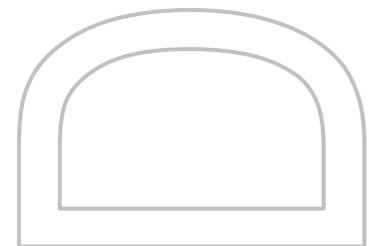
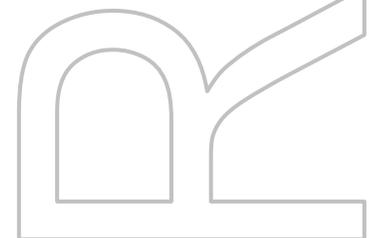
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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



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

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

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



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Signed and sealed this « » day of « », « »

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

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

« »  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

« »  
\_\_\_\_\_  
(Title)

« »  
\_\_\_\_\_  
(Surety) (Seal)

« »  
\_\_\_\_\_  
(Title)



**SECTION 005000  
CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

- 1.01 Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.
- 1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT
- A. See Section 005200 - Agreement Form for the Agreement form to be executed.
  - B. See Section 007200 - General Conditions for the General Conditions.
  - C. See Section 007300 - Supplementary Conditions for the Supplementary Conditions.
  - D. The Agreement is based on AIA A101-2017.
  - E. The General Conditions are based on AIA A201-2017.
- 1.03 FORMS
- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
  - B. Bond Forms:
    - 1. Bid Bond Form: AIA A310-2010.
    - 2. Performance Bond Form: AIA A312-2010.
    - 3. Payment Bond Form: AIA A312-2010.
  - C. Post-Award Certificates and Other Forms:
    - 1. Submittal Transmittal Form: As generated by Electronic Document Submittal Service specified in Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
    - 2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
    - 3. Schedule of Values Form: AIA G703-1992.
    - 4. Application for Payment Forms: AIA G702-1992 with AIA G703-1992 (for Contractors).
    - 5. Affidavit of Partial Release of Liens Form: Section 006519.15.
  - D. Clarification and Modification Forms:
    - 1. Request for Interpretation Form: As generated by Electronic Document Submittal Service specified in Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
    - 2. Substitution Request Form (During Construction): CSI Form 13.1A-2013.
    - 3. Supplemental Instruction Form: As generated by Electronic Document Submittal Service specified in Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
    - 4. Construction Change Directive Form: Based on AIA G714-2017, including form generated by Electronic Document Submittal Service specified in Section - Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.

5. Request for Proposal Form: As generated by Electronic Document Submittal Service by Architect per Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
6. Change Order Request Form: As generated by Electronic Document Submittal Service by Architect per Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
7. Change Order Form: Based on AIA G701-2017, including form generated by Electronic Document Submittal Service specified in Section 013000 Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.

E. Closeout Forms:

1. Certificate of Substantial Completion Form: AIA G704-2017
  - a. Signed and dated by an authorized representative of the Contractor.
  - b. Submit three (3) signed originals to the Architect.
2. Contractor's Affidavit of Payment of Debts and Claims Form: AIA G706-1994 ; See Section 006519.13.
  - a. Signed and dated by an authorized representative of the Contractor.
  - b. Submit three (3) signed and notarized originals to the Architect.
3. Contractor's Affidavit of Final Release of Liens Form: Architect's "Final Release and Waiver of Lien" form; See Section 006519.16.
  - a. Signed and dated by an authorized representative of the Contractor.
  - b. Submit three (3) signed and notarized originals to the Architect.
4. Consent of Surety to Final Payment Form: AIA G707-1994; See Section 006519.19.
  - a. Signed, dated, and notarized by an authorized representative of the Surety.
  - b. Submit three (3) signed and notarized originals to the Architect.

1.04 REFERENCE STANDARDS

- A. AIA A101-2017 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum.
- B. AIA A201-2017 - General Conditions of the Contract for Construction.
- C. AIA A305-2020 - Contractor's Qualification Statement.
- D. AIA A310-2010 - Bid Bond.
- E. AIA A312-2010 - Performance Bond and Payment Bond.
- F. AIA G701-2017 - Change Order.
- G. AIA G702-1992 - Application and Certificate for Payment.
- H. AIA G703-1992 - Continuation Sheet.
- I. AIA G704-2017 - Certificate for Substantial Completion.
- J. AIA G710-2017 - Architect's Supplemental Instructions
- K. AIA G714-2017 - Construction Change Directive.
- L. CSI Form 13.1A-2013 - Substitution Request (During Construction).

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**SECTION 005200  
AGREEMENT FORM**

**PART 1 GENERAL**

1.01 FORM OF AGREEMENT

- A. The Agreement to be executed (AIA A101-2017) is attached following this page.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.
- C. Section 014216 - Definitions.

1.03 MODIFICATIONS TO THE AGREEMENT FORM

- A. Additions and modifications are denoted as bold text within the document.

1.04 AGREEMENT FORM SUPPLEMENTS

- A. Agreement form supplements to be included as exhibits:
  - 1. Attachment "A" - Project Manual Enumeration: Section 000110 Table of Contents
  - 2. Attachment "B" - Drawing List
  - 3. Attachment "C" - Insurance Requirements
  - 4. Attachment "D" - Indemnification

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

# DRAFT AIA® Document A101™ - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

**Putnam Valley Fire Department, Inc.  
12 Canopus Hollow Road  
Putnam Valley, NY 10579**

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

« »« »  
« »  
« »  
« »

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

**The New Putnam Valley Fire Department Fire Station  
Oscawana Lake Road  
Putnam Valley, NY 10579**

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

**Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186**

The Owner and Contractor agree as follows.

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

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

**The work of this Contract is for all Work of this Project as per Bid Proposal dated \_\_\_\_\_ and as per Enumeration of the Contract Documents as contained in Attachments “A” and “B”, attached hereto. The Contractor acknowledges that it has reviewed the Project Drawings and Specifications and is familiar with the Work contained in those documents. The Contractor further acknowledges that it is solely responsible to coordinate its efforts with all other Contractors working on this Project.**

**§ 2.1 Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.**

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

§ 3.1 The date of commencement of the Work shall be the date of this Agreement.

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

##### § 3.3 Substantial Completion

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

Not later than **fourteen months (427)** calendar days from the date of commencement of the Work.

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

Portion of Work	Substantial Completion Date

Liquidated damages in the sum of One Thousand Dollars (\$1,000.00) per calendar day shall begin to accrue when the Work under this Agreement is not substantially completed by the date noted at § 3.3.1 above, subject to any approved time extensions thereof.

The Owner and the Contractor agree that time is of the essence for this Contract and that the Owner will suffer a financial loss if the Work is not completed within the specified time. The Owner and the Contractor also agree that as such, damages are uncertain in nature and impossible to prove. Therefore the Owner and the Contractor agree that the liquidated damages as stated above are intended as compensatory in nature and not a penalty. Liquidated damages shall begin to accrue when the work under this contract is not Substantially Complete by the date noted in §3.3.1 above; subject to approved extensions of time.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be << >> (\$ << >> ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates, Allowances and Unit Prices

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

Item	Price
As enumerated in Specification Section 012300	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price
As enumerated in Specification Section 012100	

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
As enumerated in Specification Section 012200		
#1 – Excavation & Removal from Site of Unsuitable Fill	Cubic Yard	\$ _____
#2 – Fill Placement (Soil Materials)	Cubic Yard	\$ _____
#3 – Fill Placement (Select Granular Fill)	Cubic Yard	\$ _____

#4 – General Rock Removal	Cubic Yard	\$ _____
#5 – Trench & Pier Rock Removal	Cubic Yard	\$ _____
#6 – Fluid-Applied Flooring Moisture Mitigation	Sq. Ft.	\$ _____

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3

**The Board of Directors’ meeting at which payment requisitions will be approved for payment occurs on the last Monday of each month. The finance committee will act on this approval one week later. Provided that an Application for Payment including all required Certified Payroll Reports and Lien Waivers is received by the Architect not later than the first (1<sup>st</sup>) day of a month, the Owner shall make act on the certified amount to the Contractor at the subsequent monthly meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner at the subsequent monthly meeting. The Contractors failure to submit all Certified Payroll Reports and lien waivers shall be a basis for delay of payment of the entire Payment Application amount.**

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 **Proof of insurance for items stored off site, copies of invoices and photo documentation are to be provided with Application for Payment requesting payment for stored materials.**

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

«Five Percent (5%)»

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

- .1 **Until Substantial Completion, the Owner shall pay no more than ninety-five percent (95%) of the amount due the Contractor on account of progress payments.**
- .2 **Include a Project Closeout line item equal to the sum of three percent (3%) of the total contract, exclusive of retainage. Refer to 017000 - Execution and Closeout Requirements.**
- .3 **When, in the opinion of the contractor, the work contemplated by the terms of the Contract are substantially completed, the Contractor shall submit to the Architect a punch-list of all incomplete items. This punch list will be reviewed by the Architect and adjusted as determined by the Architect. The adjusted punch list shall be considered the approved punch list. The contractor is required to actively work on their submitted list of incomplete items immediately after transmitting to the Architect and during the time that the Architect assembles the adjusted punch list. Upon receipt of subsequent payment requisitions from the Contractor, the Owner shall approve and promptly pay the Contract balance less two (2) times the value of any remaining items to be completed as identified in the approved punch list and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.**

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes a **portion of** the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, **as may be approved by the Architect.** The Application for Payment submitted at Substantial Completion, and any subsequent Applications for Payment shall not include retainage as follows:

Two (2) times the value of sum following items - incomplete work, work subject to claims and punch list items.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment.
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 **proof of receipt of a certificate of occupancy; and**
- .4 **as-built drawings, along with all close-out documentation, including, but not limited to all required operation and maintenance manuals and warranties.**

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

Other - See AIA Document A201 - 2017, §§15.3.4 and 15.4.

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

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination **fee in accordance with AIA A201-2017, § 14.1.3:**

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

**Ed McCarthy  
Putnam Valley Fire Department, Inc.  
12 Canopus Hollow Road  
Putnam Valley, NY 10579  
Phone: (845) 526-2879 Fax: (845) 526-2881 Cell: (914) 760-1523 < » Email: PVFD2402@optonline.net**

§ 8.3 The Contractor's representative:

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

<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party, **and as stipulated and permitted elsewhere in the contract documents.**

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 **DELETED**

§ 8.7 Other provisions:

§ 8.7.1 **The Contractor is liable and the Owner shall back charge the Contractor for all the Architect's time including that of the Architect's consultants, as calculated at the Architect's current hourly rate including that of the Architect's consultants, and costs necessary by the Architect including that of the Architect's consultants to address any of the following actions or inactions of the Contractor or any of its Subcontractors resulting in:**

1. project delays;
2. faulty work;
3. failure to perform any obligation under this agreement;
4. additional time required by the Architect, or the Architect's consultants, for design, research, and/or review necessary as a result of a substitution submitted by the contractor;
5. incomplete or unacceptable project submittals requiring more than two (2) reviews by the Architect;
6. failure to perform closeout in a timely manner;
7. the submission of a claim for contract extension, delay or change order that is rejected; and/or
8. other actions that cause damage or expense to the Owner.

§ 8.7.2 **The back charges as noted in 8.7.1 above shall be in the form of a change order deduct. The Contractor's monthly progress payment shall be reduced by said amount or, at the Owner's option, the Contractor's final payment shall be reduced by the total of said amount.**

§ 8.7.3 **To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner, the Owner's Consultants, the Architect, the Architect's Consultants, their agents, officers, employees, or anyone acting on their behalf, for any expense, loss, damages, claims; including reasonable attorney's fees, arising out of the negligent acts, errors, or omissions of the Contractor, its subcontractors, or anyone acting on their behalf.**

§ 8.7.4 **Contractor, prior to starting work will provide:**

1. **Certificates of Insurance complying with Attachment "C", in a form acceptable to attorney for Owner, and**
2. **Indemnification and Hold Harmless by Contractor to Owner per Attachment "D".**

§ 8.7.5 **Contractor acknowledges its requirement under Specification Section 012100 to provide the allowance therein specified within its base bid. Within this inclusion, the contractor shall further include all related overhead and profit for allowance labor and materials per Specification Section 012000. No additional contractor markups will be permitted for fees designated within the allowance.**

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3 Specifications

<p>Document <b>Attachment "A"</b></p>	<p>Title <b>Project Manual Enumeration (see Specification Section 005200 A)</b></p>
-------------------------------------------	-----------------------------------------------------------------------------------------

- .4 Drawings

<p>Document <b>Attachment "B"</b></p>	<p>Title <b>Drawing List (see Specification Section 005200 B)</b></p>
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- .5 Other documents, if any, listed below:

<p>Document <b>Attachment "C"</b></p>	<p>Title <b>Insurance Requirements (see Specification Section 005200 C)</b></p>
<p><b>Attachment "D"</b></p>	<p><b>Indemnification (see Specification Section 005200 C)</b></p>

- .6 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Supplementary and other Conditions of the Contract:

- .7 Addenda, if any:

Number	Date	Pages

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

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

\_\_\_\_\_  
OWNER (Signature) (Date)  
« »« »  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature) (Date)  
« »« »  
(Printed name and title)

**AIA A101 ATTACHMENT “A”  
PUTNAM VALLEY FIRE STATION #1**

**SECTION 005200A - PROJECT MANUAL ENUMERATION**

**VOLUME ONE - DIVISIONS 00 - 12**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

000100 – Project Manual Preface  
000107 – Seals Page  
000110 - Table of Contents  
001113 – Advertisement to Bid  
001116 – Notice to Bidders  
001116.1 – Bid Fax Question  
002112 – Instructions to Bidders AIA A701-2018  
002213 – Supplementary Instructions to Bidders  
003132 – Geotechnical Data  
004000 – Procurement Forms and Supplements  
004116 – Bid Form  
004313 – Bid Security Form - AIA A310-2010  
005000 – Contracting Forms and Supplements  
005200 – Agreement Form - AIA A101-2017  
005200A – Attachment A - Project Manual Enumeration  
005200B – Attachment B - Drawing List  
005200C – Attachment C – Insurance Requirements  
005200D – Attachment D – Indemnification  
006100 – Payment Bond Form - AIA A312-2010  
006101 – Performance Bond Form - AIA A312-2010  
006519.13 – Affidavit of Payment of Debts and Claims Forms  
006519.15 – Partial Release and Waiver of Lien Form  
006519.16 – Final Release and Waiver of Lien Form  
006519.19 – Consent of Surety to Final Payment Form - AIA G707-1994  
007100 – Contracting Definitions  
007200 – General Conditions - AIA A201-2017  
007300 – Supplementary Conditions

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

011100 – Summary  
012000 – Price and Payment Procedures  
012100 – Allowances  
012200 – Unit Prices  
012300 – Alternates  
012500 – Substitution Procedures  
013000 – Administrative Requirements  
013216 – Construction Progress Schedule  
014000 – Quality Requirements

014100 – Regulatory Requirements  
014216 – Definitions  
014533 – Code-Required Special Inspections  
015000 – Temporary Facilities and Controls  
015100 – Temporary Utilities  
015213 – Field Offices and Sheds  
015500 – Vehicular Access and Parking  
015713 – Temporary Erosion and Sediment Control  
015813 – Temporary Project Signage  
016000 – Product Requirements  
017000 – Execution and Closeout Requirements  
017329 – Cutting & Patching  
017419 – Construction Waste Management and Disposal  
017800 – Closeout Submittals  
017900 – Demonstration and Training  
019020 – Building Enclosure Commissioning Requirements

## **DIVISION 02 – EXISTING CONDITIONS**

Not used

## **DIVISION 03 -- CONCRETE**

031000 – Concrete Forming and Accessories  
032000 – Concrete Reinforcement  
033000 – Cast-in-Place Concrete with MVRA  
033500 – Concrete Finishing  
034900 – Glass-Fiber Reinforced Concrete  
036000 – Grouting

## **DIVISION 04 -- MASONRY**

040513 – Masonry Mortaring  
040523 – Masonry Accessories  
042001 – Masonry Veneer  
042200 – Concrete Unit Masonry  
044313 – Stone Masonry Veneer

## **DIVISION 05 -- METALS**

051200 – Structural Steel Framing  
053100 – Steel Decking  
054000 – Cold Formed Metal Framing  
054010 – Pre-Engineered, Pre-Fabricated Steel Roof Trusses  
055000 – Metal Fabrications  
055100 – Metal Stairs  
055213 – Pipe and Tube Railings

## **DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES**

- 061010 – Rough Carpentry
- 062000 – Finish Carpentry
- 066620 – Manufactured Trim and Ornaments-Urethane
- 068200 – Composite Trim

## **DIVISION 07 -- THERMAL AND MOISTURE PROTECTION**

- 070553 – Fire and Smoke Assembly Identification
- 071300 – Sheet Waterproofing
- 072100 – Thermal Insulation
- 072119 – Foamed-In-Place Insulation
- 072400 – Exterior Insulation and Finish Systems
- 072500 – Weather Barriers
- 073113 – Asphalt Shingles (Alternate DEDUCT GCC-03)
- 074113 – Metal Roof Panels
- 074623 – Wood Siding
- 075323 – Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
- 076200 – Sheet Metal Flashing and Trim
- 077100 – Roof Specialties
- 077123 – Manufactured Gutters and Downspouts
- 077200 – Roof Accessories
- 077600 – Roof Pavers
- 078123 – Intumescent Mastic Fireproofing
- 078400 – Firestopping
- 079005 – Joint Sealers

## **DIVISION 08 -- OPENINGS**

- 080671 – Door Hardware Schedule
- 081113 – Hollow Metal Doors and Frames
- 081416 – Flush Wood Doors
- 083100 – Access Doors and Panels
- 083313 – Coiling Counter Doors
- 083613 – Sectional Doors
- 084113 – Aluminum and FRP Doors and Frames
- 084313 – Aluminum-Framed Storefronts
- 085123 – Steel Windows
- 085200 – Wood Windows
- 087100 – Door Hardware
- 088000 – Glazing
- 088300 – Mirrors
- 089100 – Louvers and Grills

## **DIVISION 09 -- FINISHES**

- 090561 – Common Work Results for Flooring Preparation
- 090600 – Schedules for Finishes
- 092116 – Gypsum Board Assemblies
- 093000 – Tiling

095100 – Acoustical Ceilings  
096500 – Resilient Flooring  
096566 – Resilient Athletic Flooring  
096700 – Fluid-Applied Flooring  
097200 – Wall Coverings  
099113 – Exterior Painting  
099123 – Interior Painting  
099656 – Epoxy Wall Coating

#### **DIVISION 10 -- SPECIALTIES**

101101 – Visual Display Boards  
101400 – Signage  
102113.19 – Plastic Toilet Compartments  
102800 – Toilet, Bath, and Laundry Accessories  
102815 – Interior Trench Drains  
104400 – Fire Protection Specialties  
105129 – Phenolic Lockers  
105713 – Hat and Coat Racks  
107316.13 – Stainless Steel Canopies

#### **DIVISION 11 -- EQUIPMENT**

110600 – Schedules for Equipment  
113013 – Residential Appliances  
114000 – Foodservice Equipment  
115213 – Projection Screens

#### **DIVISION 12 -- FURNISHINGS**

123100 – Manufactured Metal Casework  
123216 – Manufactured Wood Casework  
123600 – Countertops  
124813 – Entrance Floor Mats and Frames

#### **DIVISION 13 – SPECIAL CONSTRUCTION**

Not Used

#### **DIVISION 14 – CONVEYING EQUIPMENT**

142400 – Hydraulic Elevators

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### **VOLUME TWO - DIVISIONS 21 - 33**

#### **DIVISION 21 – FIRE SUPPRESSION**

210517 – Sleeves and Sleeve Seals for Fire Suppression Piping  
210518 – Escutcheons for Fire Suppression Piping  
210529 – Pipe Hangers and Supports  
211313 – Wet-Pipe Sprinkler Systems

- 211313 – Wet-Pipe Sprinkler System
- 213113 – Electric Drive, Centrifugal Fire Pumps
- 213400 – Pressure-Maintenance Pumps
- 213900 – Controllers for Fire Pump Drivers

## **DIVISION 22 - PLUMBING**

- 220500 – Common Work Results for Plumbing
- 220511 – Common Motor Requirements for Plumbing Equipment
- 220517 – Sleeves and Sleeve Seals for Plumbing Piping
- 220518 – Escutcheons for Plumbing Piping
- 220519 – Meters and Gauges for Plumbing Piping
- 220523 – General Duty Valves for Plumbing Piping
- 220529 – Hangers and Supports for Plumbing Piping and Equipment
- 220548 – Vibration Controls for Plumbing Piping and Equipment
- 220553 – Identification for Plumbing Piping and Equipment
- 220700 – Plumbing Insulation
- 221116 – Domestic Water Piping
- 221119 – Domestic Water Piping Specialties
- 221123 – Domestic Water Pumps
- 221316 – Sanitary Waste and Vent Piping
- 221319 – Sanitary Waste Piping Specialties
- 223400 – Indirect Domestic Water Heaters
- 224000 – Plumbing Fixtures
- 224713 – Drinking Fountains and Water Coolers

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

- 230511 – Common Work Results for HVAC
- 230513 – Common Motor Requirements for HVAC Equipment
- 230516 – Expansion Fittings and Loops for HVAC Piping
- 230517 – Sleeves and Sleeve Seals for HVAC Piping
- 230518 – Escutcheons for HVAC Piping
- 230519 – Meters and Gauges for HVAC Piping
- 230523 – General Duty Valves for HVAC Piping
- 230529 – Hangers and Supports for HVAC Piping and Equipment
- 230548 – Vibration and Seismic Controls for HVAC Piping and Equipment
- 230553 – Identification for HVAC Piping and Equipment
- 230593 – Testing, Adjusting, and Balancing for HVAC
- 230700 – HVAC Insulation
- 230900 – Instrumentation and Control for HVAC
- 230993 – Sequence of Operations for HVAC Controls
- 231126 – Facility Liquefied Petroleum Gas Piping
- 232113 – Hydronic Piping
- 232123 – Hydronic Pumps
- 232300 – Refrigerant Piping
- 233113 – Metal Ducts
- 233300 – Air Duct Accessories
- 233423 – HVAC Power Ventilators
- 233425 – Modulating Exhaust Fan
- 233713 – Diffusers, Registers and Grilles

235216 – Condensing Boilers  
237313 – Indoor Central-Station Air-Handling Units  
238126 – Split-System Air-Conditioners  
238316 – Radiant-Heating Hydronic Piping

#### **DIVISION 26 - ELECTRICAL**

260519 – Low-Voltage Electrical Power Conductors and Cables  
260526 – Grounding and Bonding for Electrical Systems  
260529 – Hangers and Supports for Electrical Systems  
260533 – Raceways and Boxes for Electrical Systems  
260548 – Vibration and Seismic Controls for Electrical Systems  
260553 – Identification for Electrical Systems  
260923 – Light Control Devices  
262416 – Panelboards  
262716 – Electrical Utility Services  
262726 – Wiring Devices  
263213 – Engine Generators  
263600 – Transfer Switches  
265100 – Interior Lighting  
265600 – Exterior Lighting

#### **DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

281000 – Access Control System  
281500 – Integrated Access Control Hardware Devices  
283111 – Digital, Addressable Fire Alarm System

#### **DIVISION 31 - EARTHWORK**

311000 – Site Clearing  
312000 – Earth Moving  
312316.26 – Rock Removal  
312333 – Trenching, Backfilling and Compacting  
315000 – Excavation Support and Protection

#### **DIVISION 32 - EXTERIOR IMPROVEMENTS**

321216 – Asphalt Paving  
321313 – Cement Concrete Paving  
329200 – Turfs and Grasses  
329300 – Exterior Plants

#### **DIVISION 33 - UTILITIES**

331353 – Septic Systems  
331400 – Water Utility Transmission and Distribution  
322100 – Water Supply Wells  
334100 – Storm Utility Drain Piping

**END OF SECTION**

**AIA A101 ATTACHMENT "B" - DRAWING SET ENUMERATION  
PUTNAM VALLEY FIRE STATION #1**

SHEET INDEX	SHEET DESCRIPTION	CURRENT DATE	REVISION DATE	REVISION DATE
OP-1	OVERALL PLAN	1/27/2021		
SP-1	LAYOUT AND LANDSCAPING PLAN	1/27/2021		
SP-2.1	GRADING & UTILITIES PLAN	1/27/2021		
SP-2.2	GRADING & UTILITIES PLAN	1/27/2021		
SP-3.1	EROSION & SEDIMENT CONTROL & PHASING PLAN	1/27/2021		
D-1	SITE DETAILS	1/27/2021		
D-2	SITE DETAILS	1/27/2021		
D-3	SITE DETAILS	1/27/2021		
HD-1	SSTS & WELL PLAN	1/27/2021		
HD-2	SSTS & WELL DETAILS	1/27/2021		
HD-3	SSTS & WELL DETAILS	1/27/2021		
S-100	FOUNDATION PLAN	8/14/2020		
S-101	FOUNDATION SECTION & DETAILS	8/14/2020		
S-102	SLAB DETAILS	8/14/2020		
S-103	MASONRY DETAILS	8/14/2020		
S-104	RETAINING WALL SECTIONS	8/14/2020		
S-105	CONCRETE & MASONRY PIER DETAILS	8/14/2020		
S-106	CONCRETE PIER DETAILS	8/14/2020		
S-200	2nd FLOOR FRAMING PLAN	8/14/2020		
S-201	3rd FLOOR FRAMING PLAN	8/14/2020		
S-202	2nd FLOOR SECTIONS & DETAILS	8/14/2020		
S-203	FLOOR FRAMING SECTIONS & DETAILS	8/14/2020		
S-300	ROOF FRAMING PLAN	8/14/2020		
S-400	3rd FLOOR SECTIONS & DETAILS	8/14/2020		
S-500	3rd FLOOR SECTIONS & DETAILS	8/14/2020		
S-600	ROOF SECTIONS & DETAILS	8/14/2020		
S-700	ROOF SECTIONS & DETAILS	8/14/2020		
A010	GENERAL NOTES, ABBREVIATIONS, SYMBOLS & WALL TYPES	8/14/2020		
A020	1ST FLOOR CODE PLAN	8/14/2020		
A021	2ND FLOOR CODE PLAN	8/14/2020		
A022	3RD FLOOR CODE PLAN	8/14/2020		
A100	1st FLOOR PLAN	8/14/2020		
A100.1	1st FLOOR DIMENSION PLAN	8/14/2020		
A101	2nd FLOOR PLAN	8/14/2020		
A101.1	2nd FLOOR DIMENSION PLAN	8/14/2020		
A102	3rd FLOOR PLAN	8/14/2020		
A102.1	3rd FLOOR DIMENSION PLAN	8/14/2020		
A104	ROOF PLAN	8/14/2020		
A105	ROOF DETAILS	8/14/2020		
A106	ROOF PLAN DETAILS	8/14/2020		
A200	ELEVATIONS & DETAILS	8/14/2020		
A201	ELEVATIONS & DETAILS	8/14/2020		
A202	SITE SIGN ELEVATION AND DETAILS	8/14/2020		
A204	EXTERIOR DETAILS	8/14/2020		
A300	BUILDING SECTIONS AND DETAILS	8/14/2020		
A301	BUILDING SECTIONS AND DETAILS	8/14/2020		
A302	BUILDING SECTIONS AND DETAILS	8/14/2020		
A303	BUILDING SECTIONS AND DETAILS	8/14/2020		
A304	BUILDING SECTIONS AND DETAILS	8/14/2020		
A305	BUILDING SECTIONS AND DETAILS	8/14/2020		
A310	MEZZ. STAIR, LADDER EVOLUTION OPENING AND DETAILS	8/14/2020		
A311	MEZZ. STAIR PLAN, LADDER EVOLUTION OPENING PLAN SECTIONS AND DETAILS	8/14/2020		
A312	MAIN STAIR DETAILS	8/14/2020		
A313	MAIN STAIR PLANS SECTION DETAILS	8/14/2020		
A400	PLAN DETAILS & ELEVATIONS	8/14/2020		
A401	PLAN DETAILS & ELEVATIONS	8/14/2020		
A402	PLAN DETAILS & ELEVATIONS	8/14/2020		
A403	PLAN DETAILS & ELEVATIONS	8/14/2020		

A404	PLAN DETAILS & ELEVATIONS	8/14/2020		
A405	PLAN DETAILS	8/14/2020		
A406	PLAN DETAILS	8/14/2020		
A410	WALL SECTIONS	8/14/2020		
A411	WALL SECTIONS	8/14/2020		
A412	WALL SECTIONS AND DETAILS	8/14/2020		
A413	WALL SECTIONS AND DETAILS	8/14/2020		
A420	TYPICAL FLASHING/BASE OF WALL DETAILS	8/14/2020		
A430	MISC DETAILS	8/14/2020		
A431	MISC DETAILS	8/14/2020		
A432	O.H. DOOR CONTROL PANEL	8/14/2020		
A500	DOOR DETAILS	8/14/2020		
A501	WINDOW DETAILS	8/14/2020		
A502	DOOR SCHEDULE, DOOR FRAME TYPES, DOOR TYPES & WINDOW TYPES	8/14/2020		
A600	1st FLOOR REFLECTED CEILING PLAN	8/14/2020		
A601	2nd FLOOR REFLECTED CEILING PLAN	8/14/2020		
A602	3rd FLOOR REFLECTED CEILING PLAN	8/14/2020		
A700	1st FLOOR FF&E PLAN	8/14/2020		
A701	2nd FLOOR FF&E PLAN	8/14/2020		
A702	3rd FLOOR FF&E PLAN	8/14/2020		
A710	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A711	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A712	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A713	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A714	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A715	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS OF FF&E	8/14/2020		
A720	ENLARGED PLANS & INTERIOR ELEVATIONS TOILET/JANITOR ROOMS	8/14/2020		
A730	CASEWORK ELEVATIONS & DETAILS	8/14/2020		
A731	CASEWORK ELEVATIONS & DETAILS	8/14/2020		
A800	1st FLOOR FINISH PLAN & DETAILS	8/14/2020		
A801	2nd FLOOR FINISH PLAN, THRESHOLD & TRANSITION DETAILS	8/14/2020		
A802	3rd FLOOR FINISH PLAN & DETAILS	8/14/2020		
MEP-1	MEP: SITE PLAN	8/14/2020		
SPK-100	SPRINKLER: 1st FLOOR REFLECTED CEILING PLAN	8/14/2020		
SPK-101	SPRINKLER: 2nd FLOOR REFLECTED CEILING PLAN	8/14/2020		
SPK-102	SPRINKLER: 3rd FLOOR REFLECTED CEILING PLAN	8/14/2020		
SPK-200	SPRINKLER: DETAILS	8/14/2020		
SPK-201	SPRINKLER: DETAILS	8/14/2020		
SPK-202	SPRINKLER: DETAILS	8/14/2020		
SPK-203	SPRINKLER: DETAILS	8/14/2020		
SPK-300	SPRINKLER: EQUIPMENT SCHEDULES	8/14/2020		
P-100	PLUMBING: 1st FLOOR PLAN	8/14/2020		
P-101	PLUMBING: 2nd FLOOR PLAN	8/14/2020		
P-102	PLUMBING: 3rd FLOOR PLAN	8/14/2020		
P-200	PLUMBING: DETAILS	8/14/2020		
P-201	PLUMBING: DETAILS	8/14/2020		
P-202	PLUMBING: DETAILS	12/16/2020		
P-203	PLUMBING: DETAILS	8/14/2020		
P-204	PLUMBING: ISOMETRICS	8/14/2020		
P-205	PLUMBING: ISOMETRICS	8/14/2020		
P-300	PLUMBING: EQUIPMENT SCHEDULES	8/14/2020		
P-301	PLUMBING: EQUIPMENT SCHEDULES	12/16/2020		
M-100	MECHANICAL: 1st FLOOR REFLECTED CEILING PLAN	8/14/2020		
M-101	MECHANICAL: 2nd FLOOR REFLECTED CEILING PLAN	8/14/2020		
M-102	MECHANICAL: 3rd FLOOR REFLECTED CEILING PLAN	8/14/2020		
M-103	MECHANICAL: 1st FLOOR PLAN	8/14/2020		
M-104	MECHANICAL: 2nd FLOOR PLAN	8/14/2020		
M-105	MECHANICAL: 3rd FLOOR PLAN	8/14/2020		
M-106	MECHANICAL: 1st FLOOR PLAN - RADIANT TUBING	8/14/2020		
M-200	MECHANICAL: DETAILS	8/14/2020		
M-201	MECHANICAL: DETAILS	8/14/2020		
M-202	MECHANICAL: DETAILS	8/14/2020		
M-203	MECHANICAL: DETAILS	8/14/2020		

M-204	MECHANICAL: DETAILS	8/14/2020		
M-205	MECHANICAL: DETAILS	8/14/2020		
M-206	MECHANICAL: DETAILS	8/14/2020		
M-207	MECHANICAL: DETAILS	8/14/2020		
M-300	MECHANICAL: EQUIPMENT SCHEDULES	8/14/2020		
M-301	MECHANICAL: EQUIPMENT SCHEDULES	8/14/2020		
M-302	MECHANICAL: EQUIPMENT SCHEDULES	8/14/2020		
E-100	ELECTRICAL: 1st FLOOR PLAN	8/14/2020		
E-101	ELECTRICAL: 2nd FLOOR PLAN	8/14/2020		
E-102	ELECTRICAL: 3rd FLOOR PLAN	8/14/2020		
E-300	ELECTRICAL: DETAILS	8/14/2020		
E-301	ELECTRICAL: DETAILS	8/14/2020		
E-302	ELECTRICAL: DETAILS	8/14/2020		
E-400	ELECTRICAL: EQUIPMENT SCHEDULES	8/14/2020		
E-401	ELECTRICAL: EQUIPMENT SCHEDULES	8/14/2020		
E-600	ELECTRICAL: 1st FLOOR REFLECTED CEILING PLAN	8/14/2020		
E-601	ELECTRICAL: 2nd FLOOR REFLECTED CEILING PLAN	8/14/2020		
E-602	ELECTRICAL: 3rd FLOOR REFLECTED CEILING PLAN	8/14/2020		

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**END OF SECTION**

## SECTION 005200C

### AGREEMENT FORM ATTACHMENT "C" INSURANCE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 INSURANCE

- A. No work shall commence and the Owner has the option to void the contract unless the Contractor shall secure and deliver a certificate of insurance dated within five (5) days of the date of the signing of the contract and showing that the required policies are in effect. Contractor shall maintain such insurance policies as will protect himself, his subcontractors, and unless otherwise specified, the Owner, its agents, servants and employees and the Architect, and Engineer(s) as additional named insured, from any all claims for Bodily Injuries, Death or Property Damage which may arise from operations under the contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die.
- B. The insurance policies required under this section shall be as specified in the General Conditions and any Supplementary Conditions thereof.
- C. Contractor shall furnish Original, signed/notarized Certificates of Insurance in triplicate, with the project name and number (if any) stated on the certificates and submit prior to the beginning of on-site operations. The coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.
- D. Owner will be responsible for Builders Risk and will put in place an appropriate policy with the proper limit to cover the cost of construction and replacement cost of the building.
- E. Worker's Compensation, Employers' Liability (Statutory Limits).
- F. Commercial General Liability and Contractual Liability to be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual Products, Independent Contractors Completed Operations, Personal Injury, and Employees as additional insured, with limits of coverage to be:
  - 1. Bodily Injury, Property Damage and Personal Injury Limits:
    - a. \$1,000,000 each occurrence (Bodily Injury and Property Damage)
    - b. \$2,000,000 General aggregate
    - c. \$2,000,000 Products and Completed Operations Aggregate
    - d. \$1,000,000 Personal and advertising injury
  - 2. Aggregate shall apply to this project only (aggregate not to include other projects) and must be identified as such on the certificate of insurance.
- G. Automotive Liability including owned, non-owned, and hired automobiles insurance on automobiles of subcontractors and material suppliers must meet the same requirements with limits of coverage to be:
  - 1. Bodily Injury and Property Damage: \$1,000,000 Million each occurrence.
- H. Excess Umbrella Liability to provide insurance in excess of Employer's Liability, Commercial General Liability, and Automobile Liability policies required thereunder:
  - 1. \$5,000,000 each occurrence
  - 2. \$5,000,000 general aggregate
- I. The Contractor at his own cost shall be responsible for and maintain Property Insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the Work.
- J. All policies are to be written by insurance companies licensed to do business in the State of New York, acceptable to the Owner.

- K. Each insurance certificate must indicate the Project Name and Owner.
- L. All certificates of insurance are to contain substantially the following statement: The insurance covered by this certificate shall not be canceled, nor materially altered, except after thirty (30) days prior written notice to the Owner and Architect which will be sent Registered Mail Return Receipt.
- M. Liability Insurance under a “claims-made” policy is not acceptable. Coverage must be provided on an “occurrence” basis.
- N. **The policy must state that the following are to be named as additional insured in all liability insurance policies: Owner: Putnam Valley Volunteer Fire Department, Inc.; Architect: Mitchell Associates Architects, PLLC; Civil Engineer: InSite Engineering, Surveying & Landscape Architecture, P.C.; Structural Engineer: Craig A. Maloney, P.E.; and MEP/FP Engineer: Gerard Associates Consulting Engineers, P.C.; and Geotechnical Engineer: Dan Loucks, P.E.; and their respective members, officers, employees and agents. Coverage is to be primary and non-contributory including umbrella liability coverage. A waiver of subrogation in favor of the owner and their agents shall apply. Additional insured coverage should include coverage for both premises and operations as well as completed operations. Additional insured should be provided using Insurance Services Office, Inc. (ISO) forms CG 2010 and CG 2037 or their equivalents.**

#### 1.02 WAIVER OF SUBROGATION

- A. Contractor waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

#### 1.03 NOTICE OF CHANGE OR CANCELLATION

- A. No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to Owner and Architect.

#### 1.04 CERTIFICATE OF INSURANCE

- A. A Certificate of Insurance shall be provided to Owner and Architect before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy.

#### 1.05 MISCELLANEOUS

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

- E. All prime contractors shall require the sub-contractors of every level providing labor at the project site provide insurance naming as additional insureds those parties listed in Paragraph 1.01 N (above) on the same terms and basis as set forth in Paragraph 1.01 N.

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**END OF ATTACHMENT "C"**

**SECTION 005200D**

**AGREEMENT FORM ATTACHMENT "D" INDEMNIFICATION**

**PUTNAM VALLEY FIRE STATION #1**

**INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner, Architect, Architect's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided 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, including loss of use resulting therefrom, and
2. is caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement.

Notwithstanding the foregoing, Contractor's obligation to indemnify Owner, Architect, Architect's consultants, and agents and employees of any of them for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against Owner, Architect, Architect's consultants, and/or any of its agents or employees, employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation and benefit acts or other employee benefit acts.

\_\_\_\_\_  
(Contractor)

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

Sworn to before me this day of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_

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**END OF SECTION**

**SECTION 006100  
PAYMENT BOND FORM**

**PART 1 GENERAL**

1.01 FORM OF PAYMENT BOND

- A. The Payment Bond applicable to this contract is attached following this page, AIA A312-2010.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

# DRAFT AIA® Document A312™ - 2010

## Payment Bond

CONTRACTOR:  
(Name, legal status and address)

« »  
« »

SURETY:  
(Name, legal status and principal  
place of business)

« »  
« »

OWNER:  
(Name, legal status and address)

**Putnam Valley Fire Department, Inc.**  
**12 Canopus Hollow Road**  
**Putnam Valley, NY 10579**

### CONSTRUCTION CONTRACT

Date: « »  
Amount: \$ « »  
Description:  
(Name and location)

**The New Putnam Valley Fire Department Fire Station**  
**Oscawana Lake Road**  
**Putnam Valley, NY 10579**

### BOND

Date:  
(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:  
Name and « »  
Title:

Signature:  
Name and « »  
Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »  
« »  
« »

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

« »  
« »  
« »  
« »  
« »  
« »

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## § 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL

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

SURETY

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

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

Name and Title: « »« »

Address: « »

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

Name and Title: « »« »

Address: « »

**SECTION 006101  
PERFORMANCE BOND FORM**

**PART 1 GENERAL**

1.01 FORM OF PERFORMANCE BOND

- A. The Performance Bond applicable to this contract is attached following this page, AIA A312-2010.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

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## Performance Bond

CONTRACTOR:  
(Name, legal status and address)

« »« »  
« »

SURETY:  
(Name, legal status and principal  
place of business)

« »« »  
« »

OWNER:  
(Name, legal status and address)

**Putnam Valley Fire Department, Inc.**  
**12 Canopus Hollow Road**  
**Putnam Valley, NY 10579**

### CONSTRUCTION CONTRACT

Date: « »  
Amount: \$ « »  
Description:  
(Name and location)

**The New Putnam Valley Fire Department Fire Station**  
**Oscawana Lake Road**  
**Putnam Valley, NY 10579**

### BOND

Date:  
(Not earlier than Construction Contract Date)  
« »

Amount: \$ « »  
Modifications to this Bond:  « » None  « » See Section 16

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and « »« »  
Title:

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and « »« »  
Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »  
« »  
« »

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

« »  
« »  
« »  
« »  
« »  
« »

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in County of Putnam, State of New York or the United States District Court for the Southern District of New York and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title: << >><< >>

Address: << >>

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: << >><< >>

Address: << >>

**SECTION 006519.13  
AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS FORM**

**PART 1 GENERAL**

**1.01 FORM OF AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS**

- A. The Contractor's Affidavit of Payments of Debts and Claims applicable to this contract is based on the AIA G706-1994.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

**SECTION 006519.15  
PARTIAL RELEASE AND WAIVER OF LIEN FORM**

PROJECT: PUTNAM VALLEY FIRE STATION #1  
 OWNER: PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC.  
 ARCHITECT: MITCHELL ASSOCIATES ARCHITECTS, PLLC  
 29 Thacher Park Road, Voorheesville, NY 12186

Ph: (518) 765-4571; Fax: (518) 765-2950

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

AMOUNT CURRENTLY DUE: \_\_\_\_\_

In the consideration of payment made by \_\_\_\_\_ to \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ for all work, labor, materials, equipment and services furnished through the period ending \_\_\_\_\_ in connection with the project named above.

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

The UNDERSIGNED further warrants

1. All subcontractors employed by the undersigned on this project have been fully paid to this date hereof;
2. All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
3. All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
4. None of such workmen and/or materialmen have any claimor demand right of lien;
5. He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

Witness the signature and seal of the undersigned as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE

NAME/TITLE: \_\_\_\_\_

**SWORN TO ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**NOTARY PUBLIC** \_\_\_\_\_

CORRESPONDS TO CERTIFICATE & APPLICATION FOR PAYMENT NO. \_\_\_\_\_

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**END OF AFFIDAVIT OF PARTIAL RELEASE OF LIENS**

**SECTION 006519.16  
FINAL RELEASE AND WAIVER OF LIEN FORM**

PROJECT: PUTNAM VALLEY FIRE STATION #1  
 OWNER: PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC.  
 ARCHITECT: MITCHELL ASSOCIATES ARCHITECTS, PLLC

29 Thacher Park Road, Voorheesville, NY 12186

Ph: (518) 765-4571; Fax: (518) 765-2950

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

FINAL CONTRACT AMOUNT: \_\_\_\_\_

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

The UNDERSIGNED further warrants that

1. All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
2. All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
3. All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
4. None of such workmen and/or materialmen have any claim or demand or right of lien, and;
5. He/She is an authorized officer with full power to execute this Final Release and Waiver of Lien.

Witness the signature and seal of the undersigned as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

**SWORN TO ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**NOTARY PUBLIC** \_\_\_\_\_

CORRESPONDS TO CERTIFICATE & APPLICATION FOR PAYMENT NO. \_\_\_\_\_

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**END OF AFFIDAVIT OF FINAL RELEASE OF LIENS**

**SECTION 006519.19  
CONSENT OF SURETY TO FINAL PAYMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF CONSENT OF SURETY TO FINAL PAYMENT**

- A. The Consent of Surety to Final Payment applicable to this contract (AIA G707-1994) is attached following this page.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**



**SECTION 007100  
CONTRACTING DEFINITIONS**

**PART 1 GENERAL**

1.01 APPLICABILITY: These definitions are integral to the Agreement.

1.02 DEFINITIONS - CONTRACT DOCUMENTS

- A. Contract Documents: As defined in the Conditions of the Contract and as follows:
1. At the time of execution of the Agreement, the Contract Documents consist of the following:
    - a. The Agreement and Conditions of the Contract, and other documents listed on the Table of Contents under the heading Contracting Requirements.
  2. From time to time after execution of the Agreement, upon approval by the Owner, the following types of documents will be incorporated into the Contract Documents:
    - a. Drawings and other documents documenting the design.
    - b. Construction drawings and specifications detailing the execution of the design.

1.03 DEFINITIONS - TIME PERIODS AND MILESTONE DATES

- A. Construction: The time period from the beginning of work on the project site until final payment as defined by the Conditions of the Contract.
- B. Substantial Completion: The date as defined in the Conditions of the Contract. Date of Substantial Completion is the due date for the following:
1. Contractor's comprehensive list of all items to be completed and corrected prior to final payment, submitted to the Architect.
  2. Compliance with requirements of governing authorities, for submittals, inspections, and permits.
  3. Compliance with Owner's requirements for access to areas occupied by the Owner.
- C. Closeout: The time period during which all details of both construction and commissioning are completed.
1. The Closeout period is the time from Date of Substantial Completion until final payment, both as defined by the Conditions of the Contract.
  2. Before and during the Closeout period, the Architect will ascertain whether the completed project complies with the the Contract Documents.
  3. Training of Owner's personnel in operation and maintenance occurs during the Closeout period, unless specifically indicated otherwise for certain items.
- D. Occupancy: The time period during which the project is occupied for its intended purpose.
1. **The Occupancy period begins at Date of Substantial Completion, or, as defined by the Conditions of the Contract.**
  2. Move-in may occur before the end of the Closeout period.
  3. Owner is responsible for operation and maintenance of the project during the Occupancy period, unless specifically indicated otherwise for certain items.
- E. Correction Period: The time period defined by the Conditions of the Contract.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 007200  
GENERAL CONDITIONS**

**PART 1 GENERAL**

1.01 FORM OF GENERAL CONDITIONS

- A. The General Conditions applicable to this contract (AIA A201-2017) is attached following this page.

1.02 RELATED REQUIREMENTS

- A. SECTION 007100 - Contracting Definitions.
- B. SECTION 007300 - Supplementary Conditions.
- C. SECTION 014216 - Definitions.

1.03 SUPPLEMENTARY CONDITIONS

- A. REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

**The New Putnam Valley Fire Department Fire Station**  
**Oscawana Lake Road**  
**Putnam Valley, NY 10579**

**THE OWNER:**

*(Name, legal status and address)*

**Putnam Valley Fire Department, Inc.**  
**12 Canopus Hollow Road**  
**Putnam Valley, NY 10579**

**THE ARCHITECT:**

*(Name, legal status and address)*

**Mitchell Associates Architects, PLLC**  
**29 Thacher Park Road**  
**Voorheesville, NY 12186**

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

### 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### 15 CLAIMS AND DISPUTES

#### ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

3.16, 6.2.1, 12.1

### Accident Prevention

10

### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

### Addenda

1.1.1

### Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

### Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.13

### Allowances

3.8

### Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

### Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, 15.4

### ARCHITECT

4

### Architect, Definition of

4.1.1

### Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

### Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

### Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

5.2

### Basic Definitions

1.1

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

### Building Information Models Use and Reliance

1.8

### Building Permit

3.7.1

### Capitalization

1.3

### Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

Init.

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4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4  
 Certificates of Inspection, Testing or Approval  
 13.4.4  
 Certificates of Insurance  
 9.10.2  
 Change Orders  
 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2  
 Change Orders, Definition of  
 7.2.1  
 CHANGES IN THE WORK  
 2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5  
 Claims, Definition of  
 15.1.1  
 Claims, Notice of  
 1.6.2, 15.1.3  
 CLAIMS AND DISPUTES  
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4  
 Claims and Timely Assertion of Claims  
 15.4.1  
 Claims for Additional Cost  
 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5  
 Claims for Additional Time  
 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6  
 Concealed or Unknown Conditions, Claims for  
 3.7.4  
 Claims for Damages  
 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7  
 Claims Subject to Arbitration  
 15.4.1  
 Cleaning Up  
 3.15, 6.3  
 Commencement of the Work, Conditions Relating to  
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5  
 Commencement of the Work, Definition of  
 8.1.2  
 Communications  
 3.9.1, 4.2.4  
 Completion, Conditions Relating to  
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2  
 COMPLETION, PAYMENTS AND  
 9  
 Completion, Substantial  
 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2  
 Compliance with Laws  
 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3  
 Concealed or Unknown Conditions  
 3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
 1.1.1, 6.1.1, 6.1.4  
 Consent, Written  
 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2  
 Consolidation or Joinder  
 15.4.4  
 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS  
 1.1.4, 6  
 Construction Change Directive, Definition of  
 7.3.1  
 Construction Change Directives  
 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1  
 Construction Schedules, Contractor's  
 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
 Contingent Assignment of Subcontracts  
 5.4, 14.2.2.2  
 Continuing Contract Performance  
 15.1.4  
 Contract, Definition of  
 1.1.2  
 CONTRACT, TERMINATION OR SUSPENSION OF THE  
 5.4.1.1, 5.4.2, 11.5, 14  
 Contract Administration  
 3.1.3, 4, 9.4, 9.5  
 Contract Award and Execution, Conditions Relating to  
 3.7.1, 3.10, 5.2, 6.1  
 Contract Documents, Copies Furnished and Use of  
 1.5.2, 2.3.6, 5.3  
 Contract Documents, Definition of  
 1.1.1  
 Contract Sum  
 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5  
 Contract Sum, Definition of  
 9.1  
 Contract Time  
 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5  
 Contract Time, Definition of  
 8.1.1  
 CONTRACTOR  
 3  
 Contractor, Definition of  
 3.1, 6.1.2  
 Contractor's Construction and Submittal Schedules  
 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2  
 Contractor's Employees  
 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance  
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
2.2.2, 9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11

Copyrights  
1.5, 3.17

Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents  
1.2

Cost, Definition of  
7.3.4

Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching  
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of  
8.1.2

Date of Substantial Completion, Definition of  
8.1.3

Day, Definition of  
8.1.4

Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification  
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time  
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission  
1.7

Disputes  
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site  
3.11

Drawings, Definition of  
1.1.5

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance  
8.2.2

Emergencies  
10.4, 14.1.1.2, 15.1.5

Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment  
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
 (See Defective or Nonconforming Work)  
 Final Completion and Final Payment  
 4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3  
 Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4  
 GENERAL PROVISIONS  
 1  
 Governing Law  
 13.1  
 Guarantees (See Warranty)  
 Hazardous Materials and Substances  
 10.2.4, 10.3  
 Identification of Subcontractors and Suppliers  
 5.2.1  
 Indemnification  
 3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3  
 Information and Services Required of the Owner  
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
 14.1.1.4, 14.1.4, 15.1.4  
 Initial Decision  
 15.2  
 Initial Decision Maker, Definition of  
 1.1.8  
 Initial Decision Maker, Decisions  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Initial Decision Maker, Extent of Authority  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Injury or Damage to Person or Property  
 10.2.8, 10.4  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.4  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2  
 Instruments of Service, Definition of  
 1.1.7  
 Insurance  
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,  
 11  
 Insurance, Notice of Cancellation or Expiration  
 11.1.4, 11.2.3  
 Insurance, Contractor's Liability  
 11.1  
 Insurance, Effective Date of  
 8.2.2, 14.4.2  
 Insurance, Owner's Liability  
 11.2  
 Insurance, Property  
 10.2.5, 11.2, 11.4, 11.5  
 Insurance, Stored Materials  
 9.3.2  
 INSURANCE AND BONDS  
 11

Insurance Companies, Consent to Partial Occupancy  
 9.9.1  
 Insured loss, Adjustment and Settlement of  
 11.5  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13  
 Interest  
 13.5  
 Interpretation  
 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
 Interpretations, Written  
 4.2.11, 4.2.12  
 Judgment on Final Award  
 15.4.2  
 Labor and Materials, Equipment  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
 10.2.4, 14.2.1.1, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
 15.4  
 Liens  
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
 Limitations, Statutes of  
 12.2.5, 15.1.2, 15.4.1.1  
 Limitations of Liability  
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
 11.3, 12.2.5, 13.3.1  
 Limitations of Time  
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
 15.1.2, 15.1.3, 15.1.5  
 Materials, Hazardous  
 10.2.4, 10.3  
 Materials, Labor, Equipment and  
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
 Means, Methods, Techniques, Sequences and  
 Procedures of Construction  
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
 Mechanic's Lien  
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
 Mediation  
 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,  
 15.4.1.1  
 Minor Changes in the Work  
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4  
 MISCELLANEOUS PROVISIONS  
 13  
 Modifications, Definition of  
 1.1.1

Modifications to the Contract  
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility  
6.2

Nonconforming Work, Acceptance of  
9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice  
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

Notice of Claims  
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections  
13.4.1, 13.4.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.3.1, 9.6.6, 9.8

Orders, Written  
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER  
2

Owner, Definition of  
2.1.1

Owner, Evidence of Financial Arrangements  
2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the  
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority  
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance  
11.2

Owner's Relationship with Subcontractors  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work  
2.5, 14.2.2

Owner's Right to Clean Up  
6.3

Owner's Right to Perform Construction and to Award Separate Contracts  
6.1

Owner's Right to Stop the Work  
2.4

Owner's Right to Suspend the Work  
14.3

Owner's Right to Terminate the Contract  
14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service  
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use  
9.6.6, 9.9

Patching, Cutting and  
3.14, 6.2.5

Patents  
3.17

Payment, Applications for  
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for  
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of  
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final  
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and  
7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress  
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION  
9

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB  
10.3.1

Performance Bond and Payment Bond  
7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws  
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF  
10

Polychlorinated Biphenyl  
10.3.1

Product Data, Definition of  
3.12.2

Product Data and Samples, Shop Drawings  
3.11, 3.12, 4.2.7

Progress and Completion  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments  
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of  
1.1.4

Project Representatives  
4.2.10

Property Insurance

10.2.5, 11.2  
 Proposal Requirements  
 1.1.1  
 PROTECTION OF PERSONS AND PROPERTY  
 10  
 Regulations and Laws  
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,  
 15.4  
 Rejection of Work  
 4.2.6, 12.2.1  
 Releases and Waivers of Liens  
 9.3.1, 9.10.2  
 Representations  
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
 Responsibility for Those Performing the Work  
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
 Review of Contract Documents and Field Conditions  
 by Contractor  
 3.2, 3.12.7, 6.1.3  
 Review of Contractor's Submittals by Owner and  
 Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
 Review of Shop Drawings, Product Data and  
 Samples by Contractor  
 3.12  
 Rights and Remedies  
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
 12.2.4, 13.3, 14, 15.4  
 Royalties, Patents and Copyrights  
 3.17  
 Rules and Notices for Arbitration  
 15.4.1  
 Safety of Persons and Property  
 10.2, 10.4  
 Safety Precautions and Programs  
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
 Samples, Definition of  
 3.12.3  
 Samples, Shop Drawings, Product Data and  
 3.11, 3.12, 4.2.7  
 Samples at the Site, Documents and  
 3.11  
 Schedule of Values  
 9.2, 9.3.1  
 Schedules, Construction  
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
 Separate Contracts and Contractors  
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
 Separate Contractors, Definition of  
 6.1.1  
 Shop Drawings, Definition of  
 3.12.1  
 Shop Drawings, Product Data and Samples  
 3.11, 3.12, 4.2.7  
 Site, Use of  
 3.13, 6.1.1, 6.2.1  
 Site Inspections  
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
 Site Visits, Architect's  
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
 Special Inspections and Testing  
 4.2.6, 12.2.1, 13.4  
 Specifications, Definition of  
 1.1.6  
 Specifications  
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
 Statute of Limitations  
 15.1.2, 15.4.1.1  
 Stopping the Work  
 2.2.2, 2.4, 9.7, 10.3, 14.1  
 Stored Materials  
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
 Subcontractor, Definition of  
 5.1.1  
 SUBCONTRACTORS  
 5  
 Subcontractors, Work by  
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,  
 9.3.1.2, 9.6.7  
 Subcontractual Relations  
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
 Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,  
 9.8, 9.9.1, 9.10.2, 9.10.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
 Subrogation, Waivers of  
 6.1.1, 11.3  
 Substances, Hazardous  
 10.3  
 Substantial Completion  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
 12.2, 15.1.2  
 Substantial Completion, Definition of  
 9.8.1  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 2.3.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
 Sub-subcontractor, Definition of  
 5.1.2  
 Subsurface Conditions  
 3.7.4  
 Successors and Assigns  
 13.2  
 Superintendent

3.9, 10.2.6  
 Supervision and Construction Procedures  
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4  
 Suppliers  
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
 9.10.5, 14.2.1  
 Surety  
 5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
 15.2.7  
 Surety, Consent of  
 9.8.5, 9.10.2, 9.10.3  
 Surveys  
 1.1.7, 2.3.4  
 Suspension by the Owner for Convenience  
 14.3  
 Suspension of the Work  
 3.7.5, 5.4.2, 14.3  
 Suspension or Termination of the Contract  
 5.4.1.1, 14  
 Taxes  
 3.6, 3.8.2.1, 7.3.4.4  
 Termination by the Contractor  
 14.1, 15.1.7  
 Termination by the Owner for Cause  
 5.4.1.1, 14.2, 15.1.7  
 Termination by the Owner for Convenience  
 14.4  
 Termination of the Architect  
 2.3.3  
 Termination of the Contractor Employment  
 14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**  
 14  
 Tests and Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

**TIME**  
 8  
 Time, Delays and Extensions of  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5  
 Time Limits  
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,  
 15.1.2, 15.1.3, 15.4  
 Time Limits on Claims  
 3.7.4, 10.2.8, 15.1.2, 15.1.3  
 Title to Work  
 9.3.2, 9.3.3  
**UNCOVERING AND CORRECTION OF WORK**  
 12  
 Uncovering of Work  
 12.1  
 Unforeseen Conditions, Concealed or Unknown  
 3.7.4, 8.3.1, 10.3  
 Unit Prices  
 7.3.3.2, 9.1.2  
 Use of Documents  
 1.1.1, 1.5, 2.3.6, 3.12.6, 5.3  
 Use of Site  
 3.13, 6.1.1, 6.2.1  
 Values, Schedule of  
 9.2, 9.3.1  
 Waiver of Claims by the Architect  
 13.3.2  
 Waiver of Claims by the Contractor  
 9.10.5, 13.3.2, 15.1.7  
 Waiver of Claims by the Owner  
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7  
 Waiver of Consequential Damages  
 14.2.4, 15.1.7  
 Waiver of Liens  
 9.3, 9.10.2, 9.10.4  
 Waivers of Subrogation  
 6.1.1, 11.3  
 Warranty  
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
 15.1.2  
 Weather Delays  
 8.3, 15.1.6.2  
 Work, Definition of  
 1.1.3  
 Written Consent  
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
 13.2, 13.3.2, 15.4.4.2  
 Written Interpretations  
 4.2.11, 4.2.12  
 Written Orders  
 1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

Init.

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

#### § 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish

*(Paragraph Deleted)*

necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### ARTICLE 2 OWNER

#### § 2.1 General

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

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

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

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

*(Paragraph Deleted)*

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

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

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

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

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

Init.

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

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor, **free of charge at the discretion of the Owner up to three (3) copies of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage, and handling.**

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

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor

shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

**§ 3.2.5** If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the Work and the Drawings, he shall immediately notify the Architect in writing. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.

**§ 3.2.6** Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make himself familiar with all conditions affecting the nature and manner of conducting the work.

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

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

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

Init.

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

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

§ 3.4.4 On receipt of signed Contract, Contractor will be expected to place firm orders with vendors for needed materials upon review by Architect of related product data sheets. If deemed necessary to assure delivery of materials at times needed, Contractor, with approval of Architect, may accept delivery of such materials at any time, and may include cost of such materials in next monthly application for payment, provided such materials have actually been delivered to Contractor and properly stored by him with approval or under direction of the Architect either at job site or in an approved storage shed or warehouse.

§ 3.4.4.1 If stored off site, Contractor shall furnish proof of title by Owner, provide photos of same and provide adequate insurance coverage.

§ 3.4.5 Contractor shall warrant that he has good title to all materials used by him as part of work of this Contract. No materials or supplies shall be purchased by Contractor or any of his subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller.

§ 3.4.6 Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of work.

§ 3.4.7 All articles, materials and equipment shall be applied, installed, connected, used, cleaned and conditioned in accord with directions of manufacturer unless otherwise specified herein.

### § 3.5 Warranty

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

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

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. **As a not-for-profit corporation (401 c.3) of the State of New York, the Owner is exempt from New York State sales and compensatory use taxes.**

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

Init.

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

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **21** days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

#### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but **no overhead and/or profit mark-ups are permitted by the contractor within the allowance(s) of the project;** and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

#### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent **English-speaking 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. **The superintendent shall be the same person throughout the life of the project, unless as permitted in section 3.9.3.**

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall **furnish in writing to** the Owner and Architect the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the

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Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

**§ 3.10.1** The Contractor, **within seven (14) days of notice of award**, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** A minimum of 2 weeks prior to Contractors second submission of a pay requisition and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§3.12.4.1** The Architect's review of the Contractor's submittals is limited to an initial submittal and one (1) re-submittal. If the Architect is required to review additional submittals because the initial submittal and one (1) re-submittal failed to conform to the information given, and the design concept expressed in the Contract Documents,

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**the Owner reserves the right to deduct any amounts paid to the Architect for additional re-submittal review services from payments otherwise due to the Contractor.**

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

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

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

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

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

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

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

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

### § 3.12.11 Labor and Materials

- .1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 012500 of the Project Manual.
- .2 By making requests for substitutions the Contractor;
  - .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified.
  - .2 represents that the Contractor and/or manufacturer will provide the same or better warranty for the substitution that the Contractor would for that specified.
  - .3 certifies that the cost data presented is complete and includes all related costs under this contract and all other prime contracts except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent and ;
  - .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
  - .5 The Contractor may make substitutions only with the consent of the Owner after evaluation by the Architect.

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

### § 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§4.2.15 All written claims for damages or extra work shall include time of occurrence, location and other identifying factors and shall be supported if so required by Architect, by letters, journals, or diaries, instructions, vouchers, or other pertinent or applicable records.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

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

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

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

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

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

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

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

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

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

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

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

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

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

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

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

.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect per Article 5 and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

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

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

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

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

### § 8.2 Progress and Completion

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

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

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

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, because of changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to the equitable value of the changes.

### § 8.3 Delays and Extensions of Time

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

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

**§ 8.3.3 If Contractor is delayed in the progress of the work by any act of the Owner, Architect, or an employee or agent of either, Contractor’s sole remedy shall be an extension of time for the completion of the project. Contractor shall not be allowed an extension of time for acts of the Owner, Architect, or their agents or employees that result in a delay that is concurrent with other delaying events within the contemplation of this Contract. In no event shall contractor be entitled to any damages for delay including but not limited to damages for delay, acceleration or disruption. Contractor must make claim for any extension of time in accordance with the claim procedures set forth elsewhere in the contract documents.**

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

## § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect, **within fourteen (14) days of Contract Award**, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form of **AIA Document G703 – Continuation Sheet**, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

## § 9.3 Applications for Payment

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

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

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

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

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

## § 9.4 Certificates for Payment

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

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and **visits**, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made

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exhaustive or continuous on-site **visits** to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

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

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

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

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

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

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

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

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

#### § 9.7 Failure of Payment

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

#### § 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make a **site visit** to determine whether the Work or designated portion thereof is substantially complete. If the Architect's **observations** disclose any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; the date when the owner will occupy the work or designated portion thereof, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of **Final** Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of **Final** Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final **review** and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such **review**. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and **observations**, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (7) **proof of receipt of Certificate of Occupancy, and (8) as-built drawings**. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all

money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or

indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

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

#### **§ 11.2 Owner's Insurance**

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

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

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance

required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

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

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

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

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

### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### § 12.4 Contractors Costs Related To Defective And Non-Conforming Work

The Contractor shall bear all, direct, indirect, and consequential costs attributable to evaluation of and decision to accept or reject Defective and/or Non-Conforming Work, including costs for the Architect and/or Engineers, (at their current rates in effect at the time of evaluation of such Defective and/or Non-Conforming Work) and any other costs to the Owner. These costs will be charged to the Contractor through Change Order Procedures.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to, and hired by the Owner. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures **if desired by the Architect**. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

### **§ 13.5 Interest**

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

### **§ 13.6 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case, not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### **§ 13.7 Equal Opportunity**

**§ 13.7.1** The Contractor shall maintain policies of employment as follows;

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

### **§ 13.8 Contractor Representations**

**§ 13.8.1** Contractor makes the following representations:

- .1** Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with local conditions, and Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of the Work.
- .2** Contractor has made examinations, investigations, tests, and studies at the Project Site, as he deems necessary for the performance of the Work at the Contract Price, and within the Contract Time. Contractor has correlated the results of all such observations, examinations, investigations, reports, and data with the terms and conditions of the Contract Documents.
- .3** Contractor has given the Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Architect is acceptable to the Contractor.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work **under direct or indirect contract with the contractor**, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 **disregards the instructions of the Architect, or Owner (when such instructions are based on the requirements of the Contract Documents);**
- .6 **fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents;**
- .7 **fails or neglects to progress work in such a manner as to reasonably assure the completion of the Work within the Contract time or in accordance with the Construction Schedule.**
- .8 **purposefully engages in a strike or work stoppage, is in any way responsible for hindering or delaying the work of other trades, or ceases work due to picketing or labor disputes of any kind,**  
**or**
- .9 **filed for, or received any relief from creditors including bankruptcy or other insolvency laws.**

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

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

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

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

### § 14.3 Suspension by the Owner for Convenience

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

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

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

### § 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement, **but shall not be entitled to overhead and profit on the Work not executed.**

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

### § 15.1.2 Time Limits on Claims

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

### § 15.1.3 Notice of Claims

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

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

### § 15.1.4 Continuing Contract Performance

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

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

### § 15.1.5 Claims for Additional Cost

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

### § 15.1.6 Claims for Additional Time

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

## § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

## § 15.3 Mediation

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

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

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

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof only when the agreement is signed by each party to the mediation or placed upon the record in a judicial or judicially recognized proceeding.

The Owner does not agree and is not required to arbitrate any claim arising from this Contract. Any dispute not settled by mediation or otherwise shall be litigated solely in the New York Supreme Court for the County of Putnam or the United States District Court for the Southern District of New York (White Plains Division).

Notwithstanding the forgoing, the Owner, may, in its sole and absolute discretion, select arbitration as the method for binding dispute resolution of any claim arising out of this Contract, in accordance with §15.4.

#### **§ 15.4 ARBITRATION**

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

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

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

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

#### **§ 15.4.4 Consolidation or Joinder** *(Paragraphs Deleted)*

- DELETED

Init.

**SECTION 007300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 RELATED SECTIONS

- A. Section 005000 - Contracting Forms and Supplements.
- B. Section 014216 - Definitions.

1.03 MODIFICATIONS TO GENERAL CONDITIONS

- A. Additions and modifications are denoted as underlined text within the document.
- B. Deleted text is denoted as a strike-through within the document.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**