



**SPECIFICATIONS FOR  
PORT CHESTER – RYE UNION FREE SCHOOL DISTRICT**

**PORT CHESTER HIGH SCHOOL  
BOILER ROOM SUMP PUMP**



FULLER AND D'ANGELO PROJECT #: 21438.00

**OWNER:** PORT CHESTER – RYE UNION FREE SCHOOL DISTRICT  
**ADDRESS:** 113 Bowman Avenue  
**CITY:** Port Chester, NY 10573



**ARCHITECTS:**  
**FULLER AND D'ANGELO, P.C.**  
Architects and Planners  
45 Knollwood Road Suite 401  
Elmsford, NY 10523

**MEP:**  
**BARILE GALLAGHER & ASSOCIATES**  
39 Marble Avenue  
Pleasantville, NY 10570



The undersigned certifies that to the best of his knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, The State Energy Conservation and Construction Code Standards of the Department of Education.

Date: BIID 9/13/21



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**SECTION 00 0115**  
**LIST OF DRAWING SHEETS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 DRAWING INDEX**

- A. Drawings are listed on Drawing G-1 for all contracts.
- B. Drawings are the property of the Fuller and D'Angelo, P.C. and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual

**PART 2 - PRODUCTS (NOR USED)**

**PART 3 - EXECUTION (NOT USED)**



**SECTION 00 2113  
INSTRUCTIONS TO BIDDERS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 DOCUMENT INCLUDES**

- A. Bid Documents and Contract Documents
  - 1. Definition
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
  - 6. Product/Assembly/System Substitutions
- B. Site Assessment
  - 1. Prebid Conference
- C. Qualifications
  - 1. Qualifications
- D. Bid Submission
  - 1. Bid Ineligibility
- E. Bid Enclosures/Requirements
  - 1. Security Deposit
  - 2. Consent of Surety
  - 3. Performance Assurance
  - 4. Non Wick's Law Prime Subcontractor.
  - 5. Bid Form Requirements
  - 6. Bid Form Signature
  - 7. Additional Bid Information
  - 8. Selection and Award of Alternates
- F. Offer Acceptance/Rejection
  - 1. Duration of Offer
  - 2. Acceptance of Offer

**1.3 RELATED DOCUMENTS**

- A. Document 01 1000 - Summary of Contract.
- B. Section 00 4100 - Bid Form .
- C. Section 00 4336 - List of Subcontractors.
- D. Section 00 4401 - Qualification of Bidders.
- E. Section 00 4460 - Certification of Compliance With the Iran Disinvestment Act **OR**:
- F. Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act.
- G. Section 00 4476 - Insurance Certification.
- H. Section 00 5200 - Form of Agreement.
- I. Section 00 6000 - Bonds and Certificates.
- J. Section 00 7200 - General Conditions.

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- K. Section 01 5000 - Temporary Facilities and Controls.
- L. Section 01 7000 - Execution.
- M. Section 01 7800 - Closeout Submittals.
- N. Section 01 7900 - Demonstration and Training.

**1.4 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the Port Chester - Rye Union Free School District, 113 Bowman Avenue, , Port Chester, NY 10573 before 3:15 PM local time on the 14th day of October, 2021.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly and read aloud electronically via Live Feed Video on the District's web site: portchesterschools.org - PCSTV.

**1.5 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to provide Boiler Room Sump Pump and Related Work located at the Port Chester High School for a Stipulated Sum, in accordance with the Contract Documents.

**1.6 NEW YORK STATE WICK'S LAW**

- A. This project is exempt from the New York State Wick's Law separate bid requirements.
- B. Refer to Section 00 4336 - List of Subcontractors for further requirements.

**1.7 LUMP SUM BIDS**

- A. Bids will be received for one (1) separate Prime Contract as follows:
  - 1. Construction, Plumbing and Electrical. ()

**1.8 CONTRACT TIME**

- A. Perform the Work within the time stated in Section 01 1000 Summary of Contract and Section 01 1010 Milestone Schedule.
- B. All work for this project shall not commence prior to the issuance of Letter of Award by the Owner. The items of work shall be scheduled and completed as stated in Section 01 1000 Summary of Contract and Section 01 1010 Milestone Schedule. Failure to complete either date listed in Section 01 1000 Summary of Contract, shall subject the Contractor to be assessed liquidated damages list in Article 8 of the General Conditions and any additional costs incurred by the Owner, including but not limited to, Owner's Representative, Fuller and D'Angelo, P.C., Consultants, Owner's staff, overtime, and legal costs as required to complete the scheduled item.
- C. The attention of the bidders is specifically directed to the provisions of the General Conditions of the Contract Article 8 of the General Conditions that time is of the essence to the Contract and that on no account will the Contactor be permitted to assert a claim for damages for delays.
- D. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date stated in the Agreement and Section 01 1000 Summary of Contract.

**1.9 BID DOCUMENTS AND CONTRACT DOCUMENTS**

- A. Definitions: All definitions set forth in the General Conditions of the Contract are applicable to these Instructions to Bidders.
- B. Bid Documents: Drawings and Specifications including Instruction to Bidders, Bid Securities, Hold Harmless Agreement, Certification of Compliance with Iran Divestment Act, Declaration of Bidders Inability to Provide Certification of Compliance, Contractor's Qualification Statement, Insurance certification, and Issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

**1.10 CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents are identified as Boiler Room Sump Pump and Attic Catwalk, Project Number 21438.00 as prepared by Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523, comprising drawings and with contents as identified in the Project Manual.

**1.11 AVAILABILITY**

- A. One set of Bid Documents on CD, in PDF format, can be obtained by Bidders, Sub-Contractors and Suppliers for no cost if picked up at the at the office of Port Chester School District, 113 Bowman Avenue, , Port Chester, NY 10573. Contact person:Sherry George - Purchasing Agent, Phone Number:914-934-8056, Fax Number: 914-939-9240 If shipping is required bidder shall furnish the Owner, a Fed-Ex or UPS account number.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

**1.12 EXAMINATION**

- A. Bid Documents may be viewed at the office of Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523.
- B. Bid Documents may be viewed at the office of Port Chester School District. Contact the Owner's Representative, Ray Renda, Director of Facilities.
- C. Immediately notify Owner's Representative and Architect upon finding discrepancies or omissions in the Bid Documents.
- D. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the Architect before the submission of his bid, as to what shall govern.

**1.13 INQUIRIES/ADDENDA**

- A. Questions: Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2115 - RFI Form to the: Architect  
Fuller and D'Angelo, P.C.  
45 Knollwood Road .  
Elmsford, NY 10523 .  
Attention: Frank DiFato, RA, .  
Voice: 914-592-4444  
E-mail: frankd@fullerdangelo.com
- B. Answers: The Architect will issue addenda, if necessary, to answer such questions. Bidders shall rely on answers contained in such addenda and **shall not** rely upon any oral answers given by any employee or agent of the Owner, Owner's Representative, Architect, and Architect's Consultants.
  - 1. RFI's not resulting in an addendum may be issued to all plan holder and the discretion of Architect.
- C. Addenda are written or graphic instruments issued prior to the Bid Date which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed
- D. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- E. Verbal answers are not binding on any party.
- F. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, if required, a copy of which will be forwarded to known recipients .

#### 1.14 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
- B. Where the Bid Documents stipulate a particular product bidders shall comply with the specifications, performance and quality of the specification item. **The Architect will not review any substitutions during the bidding period.** The bidder assumes all responsibility to meet the requirements and the Architect shall be final authority as to a product is equal to the specification.
- C. Refer to Section 01 2500 - Substitution Procedures for substitution requirements.

#### 1.15 SITE EXAMINATION

- A. The bidder shall examine the project site before submitting a bid.
- B. The bidder may inspect the site at the time of the pre-bid conference, if one is scheduled, or at other times by advance agreement with the Owner's Representative.
  - 1. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection

#### 1.16 PREBID CONFERENCE

- A. A Bidders Conference has been scheduled at 3:30 PM on the front entrance day of September, 2021. Bidders shall meet at the front entrance of the Port Chester High School, 1 Tamarack Road, Port Chester, NY 10573.
- B. Attendance is non mandatory. Bidder are strongly advised to attend.
- C. All bidders, subcontractors and suppliers are invited.
- D. Owner's Representaive, Architect, and Architect's Consultants will be in attendance.
- E. Summarized minutes of this meeting may be circulated to all known bidders. These minutes will not form part of the Contract Documents.
- F. Information relevant to the Bid Documents will be recorded in an Addendum, issued to plan holders.

#### 1.17 QUALIFICATIONS

- A. Evidence of qualifications:
  - 1. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the County.
- B. The Owner reserves the right to require additional information it deems appropriate concerning the history of the contractor's performance of each such contract.
- C. Bidder shall submit with their bid proposal a properly executed Section 00 4401 Qualification of Bidders.
- D. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act". Refer to Section 00 4460 & 00 4470.

#### 1.18 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner's Representaive and Architect reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions for additional requirements.

#### 1.19 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit two copies of the executed offer on the Bid Forms included in the project manual, signed with the required security in a closed opaque envelope, clearly identified with title of the project, trade, name, and address of the bidder and Port Chester School District's name clearly on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

- D. To submit a bid for a bid package, the bidder shall photo copy or remove the proposal form for each bid package from the Project Manual. Then the bidder shall complete, sign and submit the form as required therein.
- E. The bidder should not submit the entire Project Manual with the bid proposal.
- F. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected as informal.
  - 1. In case of a discrepancy between the words and figures, **the written word, not the figures**, will govern.
  - 2. Make no erasures, cross-outs, whiteouts, write-overs, obliteration's, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid form. Fill in all blanks spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.
- G. Bidder's shall not rely on oral statements made by any employees or agents of the Owner, Owner's Representative, Architect, and Architect's Consultants. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract
- H. No oral or telephonic proposals or modifications of proposals will be considered.

#### **1.20 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, blanks, or irregularities of any kind, may at the discretion of the Port Chester School District, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Port Chester School District, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Port Chester School District, invalidate the bid.
- D. Failure to provide all costs, including Base Bid, Allowances, Alternate(s) and Total Base Bids will, at the discretion of Port Chester School District, invalidate the bid.

#### **1.21 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form, including Alternates, will be required for all Proposals.
  - 2. Refer to Section 00 6000 - Bonds and Certificates for additional requirements.
- B. Endorse the Bid Bond in the name of the Port Chester School District as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Port Chester School District of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders .
- F. If no contract is awarded, all security deposits will be returned.

#### **1.22 CONSENT OF SURETY**

- A. Submit with the Bid: The attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power.

**1.23 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Shall provide a Performance and Payment bond, as described in Section 00 6000 - Bonds and Certificates prior to the execution of the Contract, the bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.
- B. Include the cost of Performance and Payment Bonds in the Bid Amount.
- C. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power

**1.24 INSURANCE**

- A. Provide an executed Insurance Certification Section 00 4476 - Insurance Certification attached as a supplement to the proposal.
- B. There are special insurance requirements on this project. Refer to Article 11 (AIA 201) of the General Conditions for a summary description of the required coverages. The Owner reserves the right to refuse the award of a Contract to any apparent low bidder who fails to provide the specified insurance certificates at the required time.
  - 1. The Owner, Owner's Representative, Architect, and Architect's Consultants shall be listed as "Additionally Insured" on all applicable policies.
- C. All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Owner, Owner's Representative, Architect, and Architect's Consultants may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

**1.25 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.

**1.26 SALES AND USE TAXES**

- A. The Owner is a tax exempt entity, so there shall be no charge for sales or use taxes. The Owner will document this status as requested. Refer to the General Conditions.

**1.27 FEES FOR CHANGES IN THE WORK**

- A. Refer to the General Conditions.

**1.28 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
  - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

**1.29 EQUIVALENCY CLAUSE**

- A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or more are named the Contractor may select one

of those items, subject to meeting the requirements of the specified product. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing, and prior to award of the contract, what kind, type, brand, or manufacture is included in the base bid for the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. Contractor shall refer to Form in Section 01 2500 Substitution Procedures.

**1.30 NONDISCRIMINATION**

- A. All Contractors and Subcontractors of all tiers and all vendors shall comply with all pertinent provisions of the State, Local and Federal law against discrimination in employment practices.

**1.31 PREVAILING WAGES**

- A. New York State law requires the payment of prevailing wages on the project, as listed in Section 01 3554 - Prevailing Wage Rates.

**1.32 ADDITIONAL BID INFORMATION**

- A. Submit the following Supplements concurrent with bid submission:
  - 1. Section 00 4336 - List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform required for Non-Wicks projects.
  - 2. Section 00 4401 - Qualification of Bidders.
  - 3. Section 00 4402 - Hold Harmless Agreement.
  - 4. Section 00 4460 - Certification of Compliance With the Iran Disinvestment Act **or** Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act.
  - 5. Section 00 4476 - Insurance Certification.
  - 6. Section 01 2100 - Allowances.
- B. The bidder by making his bid represents that he has read and understands the bidding documents.
- C. The bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Visits to the site shall be arranged through the Architect

**1.33 SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternatives as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the total of the base bid price and alternatives selected by the Owner.

**1.34 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 45 days after the bid closing date, except as otherwise provided in General Municipal Law §103 (11).

**1.35 ACCEPTANCE OF OFFER**

- A. The bidder acknowledges the right of the Port Chester School District to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required by the bidding documents, including Section 00 4401 "Qualifications of Bidders", or if the bid is incomplete or irregular.

**1.36 POST-BID PROCEDURE**

- A. The bid proposal, alternates, allowances, the proposed subcontractors, the Contractor's Qualification Statement, and information received from owners of other projects will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a

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review of Section 00 4401 - Qualification of Bidders and shall include such additional information as shall be required herein.

When requested by the Owner's Representative and Architect, bidders shall furnish all information and data requested by the within the time and in the form and manner requested by the Owner. Upon notification from the Owner's Representative and Architect, the apparent low bidder shall furnish, within two (2) working days after the request .

1. Two (2) copies of the following information in writing:
  - a. Evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant. The financial statement shall include, but not limited to the following:
    - a) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
    - b) Net Fixed Assets:
    - c) Other Assets:
    - d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
    - e) Other Liabilities (e.g., Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
    - f) The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project.
    - g) A bar-chart showing the bidder's proposed plan and schedule to complete the bidder's work in accordance with Section 01 1000 Summary of Contracts.
    - h) The insurance certificates required by the Bid Documents.
    - i) Resumes for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
    - j) Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade of work and value.
    - k) Any special coordination requirements with other trades.
    - l) Any special storage and staging requirements for construction materials.
    - m) Any other special requirements.
    - n) A proposed schedule of values for the bidder's work.
    - o) A proposed list of submittals and a proposed schedule for making them, all keyed to the bar-chart.
  - b. After receipt of the above information, if any, the Owner's Representative and Architect will designate a time and place for the meeting between the Owner's Representative and Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
2. The Owner reserves the right to disapprove the use of any proposed Subcontractor, and in such event, the bidder shall submit the name of another Subcontractor in like manner within the time Owner specified by the Owner, as set forth in the Agreement.
3. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Owner Contract or to complete the Work as contemplated. The Owner will consider the information received in determining whether or not to accept a proposal.
4. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
5. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
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INSTRUCTIONS TO BIDDERS

6. In the event that the Owner should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

**END OF SECTION**



SECTION 00 2115  
RFI FORM

CONTRACTOR'S REQUEST FOR INTERPRETATION NO. \_\_\_\_\_ F&D RFI NO: \_\_\_\_\_

NAME OF OWNER: Port Chester - Rye Union Free School District  
FACILITY: Port Chester High School  
DATE: \_\_\_\_\_  
A/E PROJECT NO: 21438.00  
ARCHITECT: Fuller and D'Angelo, P.C.  
45 Knollwood Road, Elmsford, NY 10523  
Tel: 914-592-4444; Fax: 914-592-1717  
Frank DiFato, RA frankd@fullerdangelo.com

Refer to Section 00 2113 Par 1.13 for additional requirements.

FROM (CO. NAME): \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ Tel: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

DISCIPLINE/TRADE: \_\_\_\_\_

DWG./SPEC. REFERENCE: \_\_\_\_\_

QUESTION: \_\_\_\_\_

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

\_\_\_ FIELD CONDITION \_\_\_\_\_

\_\_\_ DRAWING/SPEC \_\_\_\_\_

\_\_\_ DISCREPANCY \_\_\_\_\_

\_\_\_ OWNER CHANGE \_\_\_\_\_

\_\_\_ CLARIFICATION \_\_\_\_\_

\_\_\_ CONTRACTOR'S SUGGESTION (IF APPLICABLE): \_\_\_\_\_

ANSWER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARCHITECT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive.

END OF SECTION



**SECTION 00 4100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**TO:**

Port Chester - Rye Union Free School District  
113 Bowman Avenue,  
Port Chester, NY 10573 10573

**FOR:**

Boiler Room Sump Pump and Related Work  
Port Chester High School  
1 Tamarack Road  
Port Chester, NY 10573

**DATE:** \_\_\_\_\_ (**Bidder to enter date**)

**SUBMITTED BY:**

Bidder's Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Individual and Telephone No. \_\_\_\_\_

**1.1 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Fuller and D'Angelo, P.C. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform all Work for the Sum of:

1. **BASE BID**

a. The Base Bid of this Proposal for all work required by the Contract Documents is as follows:

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

2. **ALLOWANCES**

a. The Total Allowance as indicated in Section 01 2100 - Allowances is as follows:

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

**Note: Attach Section 01 2100 - Allowances itemized contingency list to bid proposal.**

B. **TOTAL BASE BID**

1. The Total Base Bid of this Proposal for all work required by the Contract Documents for Boiler Room Sump Pump and Related Work is as follows:

\_\_\_\_\_ \$ \_\_\_\_\_), DOLLARS

(The Total Base Bid is sum of 1.1.A.1.a and 1.1.A.2.a)

C. The undersigned further understands and agrees that he is to furnish and provide all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Total Base Bid stated, modified by such additive- or deductive alternatives, if any as are accepted by the Owner.

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes and N.Y. taxes are included in the Bid Sum.

**1.2 ALTERNATE .**

- A. The Alternates for this Proposal required by the Contract Documents are listed in Section 01 2300.
- B. Alternate No. 1:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to paint existing ceiling, walls and floors:  
\_\_\_\_\_ (\$ \_\_\_\_\_), DOLLARS
- C. Alternate No. 2:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to replace existing trench drains:  
\_\_\_\_\_ (\$ \_\_\_\_\_), DOLLARS
- D. Alternate No. 3:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required for attic catwalk:  
\_\_\_\_\_ (\$ \_\_\_\_\_), DOLLARS

**1.3 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Port Chester School District within the time period stated above, we will:
  - 1. Execute the Agreement within ten (10) days of receipt of Notice of Award or five (5) days following receipt of Contract, whichever is later.

**1.4 REJECTION OF BIDS**

- A. The undersigned agrees that the Owner shall have the right to accept or reject any or all bids.

**1.5 CONTRACT TIME**

- A. If this Bid is accepted, we will:
  - 1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in 01 1000 Summary of Contract and 01 1010 Milestone Schedule. Failure to complete each phase of work by dates indicated will result in liquidated damages as stated in the AIA 201-2017 General Conditions of the Contract.

**1.6 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be a fixed fee shall be in accordance with General Conditions.

**1.7 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.8 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
  - 1. Bid Security.
  - 2. Section 00 4336 - List of Subcontractors as required, by Non Wick's law provision.
  - 3. Section 00 4401 - Qualification of Bidders.
  - 4. Section 00 4460 - Certification of Compliance With the Iran Disinvestment Act OR

5. Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act.
6. Section 00 4476 - Insurance Certification.

**1.9 NON-COLLUSIVE BIDDING CERTIFICATION**

- A. By submission of this bid or proposal:
1. The undersigned bidder and the person or persons signing on behalf of the bidder, and should this bid be a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of his/her 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.
    - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**1.10 BIDDER'S FURTHER AFFIRMATION AND DECLARATION**

- A. The above name bidder and should this bid be a joint bid each party thereto, further affirm and declares:
1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.
  2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.
  3. That said bidder is not in arrears to the Port Chester School District upon debt or contract, and is not a defaulter, as surety or otherwise upon any obligation to the said Port Chester School District
  4. That no member of the Port Chester School District or any officer or employee of the Port Chester School District or person whose salary is payable in whole or in part from the Port Chester School District treasury, or the spouse of any foregoing is or shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
  5. That he/she has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied him/herself as to the nature and location of the work, and character, quality and quantity of materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
  6. That if a corporation, this bid or proposal containing the Non-Collusive Binding Certification and the foregoing Affirmation and Declaration has been authorized by the Board of Directors of such Corporation, which authorization includes the signing and submission of this bid or proposal and the inclusion therein of the said Certificate of Non-Collusion and Affirmation and Declaration as the Act and Deed of the Corporation.

**1.11 BID FORM SIGNATURE(S)**

The Corporate Seal of

\_\_\_\_\_

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
BID FORM

(Authorized signing officer, Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Subscribed and sworn before me this day of \_\_\_\_ 202 \_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expire: \_\_\_\_\_

**END OF BID FORM**

**SECTION 00 4336  
LIST OF SUBCONTRACTORS**

**PARTICULARS**

**1.1 NEW YORK STATE WICK'S LAW**

- A. Effective July 1, 2008, construction contracts of one million five hundred thousand dollars (\$1,500,000.00) or less will not require the preparation of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilation and air conditioning apparatus; and electric wiring and standard illuminating fixtures.
- B. Each bidder on a public work contract, where the preparation of separate contracts is not required, shall submit with its bid, **in a separate sealed envelope**, a list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed upon amount to be paid to each for: (a) plumbing and gas fitting; (b) steam heating, hot water heating, ventilation and air conditioning apparatus; and (c) electric wiring and standard illuminating fixtures.
- C. After the low bid is announced, the sealed list of subcontractors submitted with the bid shall be opened and the names of such subcontractors shall be announced. Thereafter, any changes of subcontractors or agreed-upon amount to be paid to each shall require the approval of the Port Chester - Rye Union Free School District upon a showing of legitimate construction need for such change.
- D. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

**1.2 LIST OF SUBCONTRACTORS**

- A. Herewith is the list of subcontractors referenced in the bid submitted to be provide by the bidder as applicable:

**1.3 (BIDDER) \_\_\_\_\_**

**1.4 PROJECT: Boiler Room Sump Pump and Related Work**

**1.5 TO: Port Chester - Rye Union Free School District**

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

- A. The following work will be performed (or provided) by Subcontractors and coordinated by us:  
WORK SUBJECT SUBCONTRACTOR NAME and AMOUNT:

General Construction \_\_\_\_\_ (\$ \_\_\_\_\_ ) DOLLARS

Plumbing \_\_\_\_\_ (\$ \_\_\_\_\_ ) DOLLARS

Electrical \_\_\_\_\_ (\$ \_\_\_\_\_ ) DOLLARS

**Note: If work is to be performed by bidder's own forces indicate "By Bidder".**

**END OF SECTION**



**SECTION 00 4401  
QUALIFICATION OF BIDDERS**

**1.1 REQUIREMENTS**

- A. The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.
- B. With the submittal of the Bid Proposal Form, **the bidder shall attach this Qualification of Bidders** and shall answer all the questions and provide all information requested herein. Failure to answer these questions or provide information requested in full may be cause for rejection of the bidder's proposal. If more space is needed, attach additional sheets with reference to subject paragraph.
- C. The Owner reserves the right to consider, but not limited to, the financial responsibility, experience and reputation in the construction industry, as well as the specific qualifications listed below and elsewhere in this document in considering bids and awarding the contract. Port Chester - Rye Union Free School District reserves the right to waive any informalities if, at its discretion the interest of the Port Chester - Rye Union Free School District will be better served.
- D. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position and current commitments, license to perform work in the State of NY .
- E. Each Company (Bidder) shall have been in existence under the same name for no less than five (5) years.
- F. Each Company (Bidder) shall have a successfully completed three (3) projects within the last five (5) years substantially **similar in scope, size, complexity and dollar value** to the work of this project.
- G. Each Company (Bidder) shall furnish, on the attached form, the three (3) three projects of it has performed during the most recent five (5) years including, but not limited to, the name and address of the project, the name of the awarding entity/owner, the name of the awarding entity's/owner's representative, construction manager and architect, current telephone numbers where each can be reached, the description of the project, general scope of the contractor's work, contract price, dates of performance, whether the contract was terminated for cause or convenience, whether the contract was completed on time and whether liquidated damages were assessed against the contractor, and if so, to any items above provide a written explanation.
  - 1. The Owner reserves the right to require additional information it deems appropriate concerning the history of the contractor's performance of each such contract.
- H. The final determination of whether the contractor possesses the requisite experience rests in the sole discretion of the Owner's representative.
- I. To be considered qualified, in addition to the items listed in the Contractor's Qualification Statement, bidder must demonstrate to the Owner and Owner's representative 's satisfaction:
  - 1. The Corporation, partnership, sole proprietorship of the entity in whose name the bid is submitted has no less than the previous five (5) years performing or coordinating the Work which they are bidding on.
  - 2. The bidder is not currently involved in bankruptcy proceedings.
  - 3. The bidder is capable of and intends to perform the work with its own employees in accordance with the following:
    - a. Notwithstanding any other provisions of the Contract Documents, Contractor and subcontractors shall perform at least seventy-five (75%) of the field work by its own employees.
    - b. For the purpose of the preceding paragraph, any part of the work performed by supervisory personnel (persons above level of foreman) or by the office personnel and such items as bonds, certificates, shop drawings and similar items shall not be considered part of the percentage of work required to be performed by the Contractor's employees.

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4. Each subcontractor must have a minimum of five (5) years experience in the work and/or applicable trade.
5. The bidder will perform the work with sufficient personnel as required to comply with the schedule.
6. Field Superintendent must have at least five (5) years experience as a working field superintendent and must speak English or have a translator available at all times at no cost to the Owner.

**1.2 QUESTIONNAIRE:**

Submitted to: Port Chester School District  
Address: 113 Bowman Avenue,  
City/Town: Port Chester, NY 10573  
Submitted By: \_\_\_\_\_  
Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Office: \_\_\_\_\_  
Other: \_\_\_\_\_  
Project: Boiler Room Sump Pump and Related Work  
Facility: Port Chester High School  
Type of Work: (file separate for each Classification of Work)  
Construction and Related Work.

**1.3 ORGANIZATION**

- A. How many years has your organization been in business as a Contractor? \_\_\_\_\_
1. How many years has your organization been in business under its present business name? \_\_\_\_\_
  2. Under what other or former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_
- B. What is the firm's bonding range?  
Single: \_\_\_\_\_ Aggregate: \_\_\_\_\_
- C. If your organization is a corporation, answer the following:
1. Date of Incorporation: \_\_\_\_\_
    - a. State of Incorporation: \_\_\_\_\_
    - b. President's Name: \_\_\_\_\_
    - c. Vice-president's name(s): \_\_\_\_\_
    - d. Secretary's name: \_\_\_\_\_
    - e. Treasurer's name: \_\_\_\_\_
- D. If your organization is a partnership, answer the following:
1. Date of organization: \_\_\_\_\_
    - a. Type of partnership (if applicable): \_\_\_\_\_
    - b. Name(s) of general partner(s): \_\_\_\_\_  
\_\_\_\_\_
- E. If your organization is individually owned, answer the following:
1. Date of organization: \_\_\_\_\_
  2. Name of owner: \_\_\_\_\_
- F. If the form of your organization is other than those listed above, describe it and name the principals:  
\_\_\_\_\_  
\_\_\_\_\_

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**1.4 OWNERSHIP, MANAGEMENT, AFFILIATION**

- A. Identify each person who is or has been ,within the past five years, an owner of 5.0% or more of the firm's shares, one of the five largest shareholders, a director, an officer, a partner or the proprietor, or a managerial employee.

First Name: \_\_\_\_\_ MI \_\_\_ Last Name \_\_\_\_\_ DOB \_\_\_\_\_

% Owned: \_\_\_ Director: Yes \_\_\_ No \_\_\_ Officer: Yes \_\_\_ No \_\_\_ Title \_\_\_\_\_artner: Yes \_\_\_ No \_\_\_

First Name: \_\_\_\_\_ MI \_\_\_ Last Name \_\_\_\_\_ DOB \_\_\_\_\_

% Owned: \_\_\_ Director: Yes \_\_\_ No \_\_\_ Officer: Yes \_\_\_ No \_\_\_ Title \_\_\_\_\_ Partner: Yes \_\_\_ No \_\_\_

First Name: \_\_\_\_\_ MI \_\_\_ Last Name \_\_\_\_\_ DOB \_\_\_\_\_

% Owned: \_\_\_ Director: Yes \_\_\_ No \_\_\_ Officer: Yes \_\_\_ No \_\_\_ Title \_\_\_\_\_ Partner: Yes \_\_\_ No \_\_\_

- B. Has the firm or any firm listed in response to questions above defaulted or been terminated and its surety called upon to complete, any contract awarded within the past five years Yes \_\_\_ No \_\_\_ If yes, give date(s), agency (ies)/owner(s), project(s), contract numbers, and describe including the result:

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

- C. List below any projects performed by the bidder in the past five (5) years on which any of the following events occurred:

1. Were any extension of time were requested by the contractor, Yes \_\_\_ No \_\_\_ and were such requests granted? Yes \_\_\_ No \_\_\_
2. Was litigation and/or arbitration commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder? Yes \_\_\_ No \_\_\_
3. Were any liens filed on the project by subcontractors or material suppliers of the bidder? Yes \_\_\_ No \_\_\_
4. Did the bidder make any claims for extra work on the project, and did said claim result in a change order? Yes \_\_\_ No \_\_\_
5. If Yes:

Project Name/Address \_\_\_\_\_

Type of Event \_\_\_\_\_

Name & Phone # of Owner: \_\_\_\_\_

Contact Person at Owner: \_\_\_\_\_

- D. For all contracts within the past five years: (a) List all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed: \_\_\_\_\_

\_\_\_\_\_

**1.5 FINANCIAL INFORMATION**

- A. Submit firm's most recent annual financial statement and Dun and Bradstreet Report..

**1.6 OTHER INFORMATION**

- A. Within the past five years has the firm, any affiliate, any predecessor company or entity or any person identified in questions number 1.1 through 1.2 above been the subject of any of the following: (Respond to each question and describe in detail the circumstances of each affirmative answer: (Attach additional pages if necessary).

1. A judgment of conviction for any business-related conduct constituting a crime under state or federal law No \_\_\_ Yes \_\_\_

2. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? No \_\_\_ Yes \_\_\_

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3. A grant of immunity for any business-related conduct constituting a crime under state and federal law? No\_\_ Yes\_\_
  4. A federal or state suspension or debarment? No\_\_ Yes\_\_
  5. A rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? No\_\_ Yes\_\_
  6. A denial or revocation of prequalification? No\_\_ Yes\_\_
  7. A voluntary exclusion from bidding/contracting agreement? No\_\_ Yes\_\_
  8. Any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? No\_\_ Yes\_\_
  9. An OSHA Citation and Notification of Penalty containing a violation classified as serious? No\_\_ Yes\_\_
  10. An OSHA Citation or Notification of Penalty containing a violation classified as willful? No\_\_ Yes\_\_
  11. A prevailing wage or supplement payment violation? No\_\_ Yes\_\_
  12. A State Labor Law violation deemed willful? No\_\_ Yes\_\_
  13. Any other federal or state Citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? No\_\_ Yes\_\_
  14. Any criminal investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? No\_\_ Yes\_\_
  15. Any denial, desertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? No\_\_ Yes\_\_
  16. Rejection of a low bid on a State contract for failure to meet statutory affirmative action M/WBE requirements? No\_\_ Yes\_\_
  17. A consent order with the NYS Department of Environmental Conservation or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? No\_\_ Yes\_\_
  18. Any bankruptcy proceeding? No\_\_ Yes\_\_
  19. Any suspension or revocation of any business or professional license? No\_\_ Yes\_\_
  20. Any citations, notices, violation orders, pending administrative hearings or proceedings or determinations for violation of hearings or proceedings or determinations for violation of:
    - a. Federal, state or local health laws, rules or regulations? No\_\_ Yes\_\_
    - b. Federal, state or local environmental laws, rules and regulations? No\_\_ Yes\_\_
    - c. Unemployment insurance or workers compensation coverage or claim requirements. No\_\_ Yes\_\_
    - d. ERISA (Employee Retirement Income Security Act) No\_\_ Yes\_\_
    - e. Federal, state or local human rights laws. No\_\_ Yes\_\_
    - f. Federal, state or local labor laws. No\_\_ Yes\_\_
    - g. Federal or state security laws. No\_\_ Yes\_\_
    - h. Withdrawal or an agreement to withdraw a bid submitted to a public owner or a request by a public owner to withdraw a bid? No\_\_ Yes\_\_
- B. During the five year period preceding the submissions of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid. No\_\_ Yes\_\_
- C. During the five year period preceding the submission of this bid, has the bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which

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project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid. No\_\_ Yes\_\_

- D. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Worker's Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list such instance of violation and the status of the claimed violation at the time of disposition of this bid. No\_\_ Yes\_\_
- E. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted the charge against the individual and the date of submission of the charge. No\_\_ Yes\_\_
- F. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations. If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid. No\_\_ Yes\_\_
- G. Has the bidder ever defaulted or had its surety called upon to complete any contract awarded within the past five years. If the answer to this question is yes, list the projects, the dates and the nature of the termination (convenience, suspension, for cause). No\_\_ Yes\_\_
- H. Has any officer or partner of the bidder's organization ever defaulted or had its surety called upon to complete any contract awarded within the past five years or been an officer or partner of some other organization that has been terminated from a project by an owner? If yes, state: No\_\_ Yes\_\_
- I. Name of Individual(s) \_\_\_\_\_ Name of Organization(s) Reason(s)  
\_\_\_\_\_  
\_\_\_\_\_

**1.7 LICENSING**

- A. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration of license numbers, if applicable.  
\_\_\_\_\_  
\_\_\_\_\_
- B. List jurisdictions in which your organization's partnership or trade name is filed:  
\_\_\_\_\_  
\_\_\_\_\_
- C. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer is yes, list the name of the individual, the professional license he/she formally had, whether the license was revoked or suspended and the date of the revocation or suspension. No\_\_ Yes\_\_

**1.8 EXPERIENCE**

- A. List the categories of work that your organization will perform with its own forces:  
\_\_\_\_\_  
\_\_\_\_\_
- B. Claims and Suits. (If the answer of any of the questions below is yes, please attach details.)
1. Have you or has any director, officer, owner or managerial employee ever failed to complete any work awarded to them? If yes, list the project(s) the date(s) and the reason(s) for the failure to complete. No\_\_ Yes\_\_
  2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No\_\_ Yes\_\_
  3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No\_\_ Yes\_\_

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PORT CHESTER HIGH SCHOOL  
QUALIFICATION OF BIDDERS

4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No \_\_\_ Yes \_\_\_
- C. On a separate sheet, list all construction projects presently your organization has in progress or completed, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
- D. State total worth of work in progress and under contract:  
\_\_\_\_\_
- E. On a separate sheet, list all projects, not listed above, that your organization has completed or in progress in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- F. State average annual amount of construction work performed during the past five years: \_\_\_\_\_
- G. On a separate sheet, list the construction experience and present commitment of the key individuals of your organization.

**1.9 APPRENTICE PROGRAM**

- A. Has the Firm have in place apprenticeship agreements appropriate for the type and scope of work to be performed, that have been registered with, and approved by, the Commissioner of the New York State Department of Labor pursuant to the requirements found in Article 23 of the Labor Law. No \_\_\_ Yes \_\_\_

**1.10 REFERENCES**

- A. Trade reference: \_\_\_\_\_
- B. Bank references: \_\_\_\_\_
- C. Surety: \_\_\_\_\_
1. Name of present bonding company: \_\_\_\_\_
2. Name and address of agent: \_\_\_\_\_
3. Name or previous bonding company: \_\_\_\_\_

**1.11 CERTIFICATION**

- A. The undersigned recognizes that this questionnaire is submitted for the purpose of the Port Chester - Rye Union Free School District awarding a contract or approving a subcontract; acknowledges that the Port Chester - Rye Union Free School District may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledge that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000.00 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted in this questionnaire any attached pages is true, accurate and complete.

Dated at this day of \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this day of: \_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expire: \_\_\_\_\_

1.12 See Project Information Form attached.

**PROJECT NAME:** \_\_\_\_\_

**Company work was performed under:** \_\_\_\_\_

**Who was Co. Principal in charge:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**COST OF CONTRACT:** \_\_\_\_\_ **FINAL COST OF WORK:** \_\_\_\_\_

**DESCRIPTION OF WORK:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNERS NAME:**  
\_\_\_\_\_

**OWNER CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**CM NAME( IF APPLICABLE):** \_\_\_\_\_

**CM CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**ARCHITECT FIRM:** \_\_\_\_\_

**ARCHITECT CONTACT:** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
QUALIFICATION OF BIDDERS

**PROJECT NAME:** \_\_\_\_\_

**Company work was performed under:** \_\_\_\_\_

**Who was Co. Principal in charge:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**COST OF CONTRACT:** \_\_\_\_\_ **FINAL COST OF WORK:** \_\_\_\_\_

**DESCRIPTION OF WORK:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNERS NAME:**  
\_\_\_\_\_

**OWNER CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**CM NAME( IF APPLICABLE):** \_\_\_\_\_

**CM CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**ARCHITECT FIRM:** \_\_\_\_\_

**ARCHITECT CONTACT:** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
QUALIFICATION OF BIDDERS

**PROJECT NAME:** \_\_\_\_\_

**Company work was performed under:** \_\_\_\_\_

**Who was Co. Principal in charge:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**COST OF CONTRACT:** \_\_\_\_\_ **FINAL COST OF WORK:** \_\_\_\_\_

**DESCRIPTION OF WORK:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNERS NAME:**  
\_\_\_\_\_

**OWNER CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**CM NAME( IF APPLICABLE):** \_\_\_\_\_

**CM CONTACT: NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**ARCHITECT FIRM:** \_\_\_\_\_

**ARCHITECT CONTACT:** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E.MAIL** \_\_\_\_\_

**END OF SECTION**



**SECTION 00 4402**  
**HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ herein the  
"CONTRACTOR" assumes responsibility for any and all injury to or death of any and all persons, including the CONTRACTOR'S agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the CONTRACTOR or the CONTRACTOR'S agents, servants or employees, or the CONTRACTOR'S subcontractors or suppliers, and the CONTRACTOR shall indemnify and hold harmless the owner, the Port Chester School District, and the (engineer/architect) Fuller and D'Angelo, P.C. their employees and consultants from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. The CONTRACTOR if requested, shall assume and defend at the CONTRACTOR'S own expense, any suit, action or other legal proceedings arising therefrom, and the CONTRACTOR hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at \_\_\_\_\_ this day of 202\_\_ .

Signed, Sealed and Delivered

SIGNED \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

in the presence of by:

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



PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

**SECTION 00 4460**  
**CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

**SWORN to before me this**

\_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**Notary Public:** \_\_\_\_\_

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS



**SECTION 00 4470**  
**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH**  
**THE IRAN DIVESTMENT ACT.**  
**WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate)

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

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

If so, what was the date of the last investment activity? \_\_\_\_\_

If not, have the investment activities increased or expanded since April 12, 2012? \_\_\_\_\_

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? \_\_\_\_\_

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. \_\_\_\_\_

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

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

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation and the foregoing  
is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_\_\_

Notary Public: \_\_\_\_\_



**SECTION 00 4476  
INSURANCE CERTIFICATION**

**BID OR PROJECT NO. # 21438.00**

**NAME OF PROJECT: Boiler Room Sump Pump and Related Work**

**Insurance Representative's Acknowledgement:**

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

**INSURANCE REPRESENTATIVE:** \_\_\_\_\_ **Tele. #:** \_\_\_\_\_

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

**Are you an agent for the companies providing the coverage?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Signature Insurance Representative

**Bidder's Acknowledgement:**

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my contract and if it is not, the Port Chester - Rye Union Free School District will reject my bid and award to the next lowest qualified bidder.

**FIRM NAME:**

\_\_\_\_\_ **Tele.#** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Bidder's Signature**



**SECTION 00 5200  
FORM OF AGREEMENT**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 FORM OF AGREEMENT**

- A. The Agreement to be executed is attached following this page.
- B. AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2017 Edition, forms the basis of Contract between the Owner and Contractor A draft copy is attached.

**1.3 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions.
- B. Section 01 4216 - Definitions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**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 « »  
BETWEEN the Owner:

«Port Chester UFSD  
113 Bowman Ave  
Port Chester NY 10573  
« »

and the Contractor:

« »  
« »  
« »  
« »

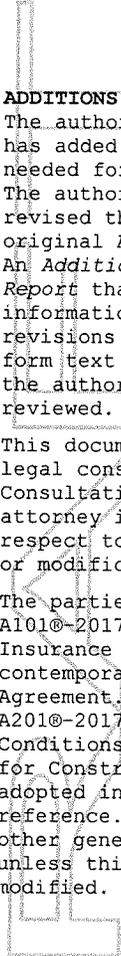
for the following Project:

« Port Chester High School  
Boiler Room Sump Pump and Attic Catwalk »  
« »  
« »

The Architect:

« Fuller & D'Angelo, P.C.  
45 Knollwood Road  
Elmsford NY 10523 »

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  
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EXHIBIT A LIST OF DRAWINGS  
EXHIBIT B LIST OF SPECIFICATIONS  
EXHIBIT C INSURANCE AND BONDS  
EXHIBIT D CONRCTOR'S PROPOSAL

**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.

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

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

A date set forth in a Letter of Award issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of stated in the Letter of Award.

**§ 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:

[ « » ] As indicated in Section 01 1000-Summary of Contracts for various phases work and overall completion.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**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**

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

Item	Price
« »	« »

§ 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.

Item	Price	Conditions for Acceptance
« »	« »	« »

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

Item	Price
« »	« »

§ 4.4 Unit prices, if any:

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

§ 4.5 Liquidated damages, if any:

« »

§ 4.6 Other:

« »

**ARTICLE 5 PAYMENTS**

§ 5.1 Progress Payments (Refer to Section 01 2000 Price and Payment Procedures for Additional Requirements)

§ 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, or as follows:

« »

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Architect 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 in accordance with Section 01 2000 Price and Payment Procedures.

**§ 5.1.7 Retainage**

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner will withhold five percent (5%), as retainage, from the payment otherwise due:

§ 5.1.7.2 The Contractor agrees that maximum payment for each progress payment shall be 95% of the total Contract Sum. The balance of Contract, (Final Payment) shall not be made until all Punch List Items are completed and Close-Out Documents are submitted and approved by the Architect.

**§ 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, including all punch list items and submitted all Close-Out requirements and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued to the Owner by the Architect.

§ 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, or as follows:

« »

§ 5.3.1 Payments due and unpaid under the Contract shall not bear interest.

**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.

**§ 6.2 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:

[  ] Litigation in a court of competent jurisdiction in the County of \*\*\*\*\* State of \*\*\*\*\*.

« »

**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 as revised for this project

§ 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:

« »  
« »  
« »  
« »  
« »  
« »

§ 8.3 The Contractor’s representative:

« »  
« »  
« »  
« »  
« »  
« »

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

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in in Article 11 of AIA Document A201™–2017, General Conditions as revised for this project.

§ 8.5.1 The Contractor shall provide bonds as set forth in Section 00 6000.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:

« »

**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

.5 Drawings

Number	Title	Date
Refer to Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Refer to Exhibit B			

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:  
Exhibit C Insurance and Bonds

.9 Other documents, if any, listed below:

NAME	Date	Pages
Exhibit D Contractor's Proposal	*****	*****

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

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

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

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

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

**SECTION 00 6000  
BONDS AND CERTIFICATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 BID BOND:**

- A. A Bid Bond will be required for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid, , or a Bid Bond in the amount of TEN (10%) of the bid, , payable to the Port Chester - Rye Union Free School District and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. A draft copy is attached.
  - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to conduct business in the State of New York and be A.M Best "Secured" rated or better.
  - 2. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.
- B. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee retained by the Owner shall be larger amount of (a) the Bid Bond or (b) the difference 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
- C. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
  - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

**1.3 PERFORMANCE AND PAYMENT BOND:**

- A. A Performance and Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.
- B. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.
- C. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York and be AM Best Secured Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category Rated or better.
  - 1. Paragraph 6 shall be deleted and substituted with the following:
    - a. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
BONDS AND CERTIFICATES

dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.”

- D. Every Bond under this paragraph must display the Surety's Bond Number.
- E. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.
- F. The Surety Company shall be obligated for the bonds for a two year period after substantial completion.
- G. A rider including the following provisions shall be attached to each Bond
  - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
  - 2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
  - 3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

**END OF SECTION**

 **AIA<sup>®</sup> Document A310™ – 2010****Bid Bond****CONTRACTOR:****SURETY:****OWNER:**Port Chester UFSD  
113 Bowman Ave  
Port Chester NY 10573**BOND AMOUNT: \$****PROJECT:**Port Chester High School  
*(Paragraph deleted)*  
Boiler Room Sump Pump and Attic Catwalk**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

Init.





# AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

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

*(Row deleted)*

**OWNER:**

Port Chester UFSD  
113 Bowman Ave  
Port Chester NY 10573

### CONSTRUCTION CONTRACT

Date:  
Amount: \$ 0.00  
*(Row deleted)*  
Description:

Port Chester High School  
Boiler Room Sump Pump and Attic Catwalk

### BOND

Date:  
*(Not earlier than Construction Contract Date)*

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

**CONTRACTOR AS PRINCIPAL**      **SURETY**  
Company: *(Corporate Seal)*      Company: *(Corporate Seal)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the

Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

Init.

§ 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:

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title:

Name and Title:

Address:

Address:



# AIA Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*Name, legal status and principal place of business*

*(Row deleted)*

**OWNER:**

Port Chester UFSD  
113 Bowman Ave  
Port Chester NY 10573

### CONSTRUCTION CONTRACT

Date:  
Amount: \$ 0.00  
*(Row deleted)*  
Description:

Port Chester High School  
Boiler Room Sump Pump and Attic Catwalk

### 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 16 Definitions

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

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

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

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all documents..

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to allow Contractor access to site to complete project in accordance with the contract schedule.

§ 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:

.1 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.2 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

.3 Each material or equipment supplier or subcontractor shall provide a partial release of liens every 60 days or as otherwise agreed upon between Owner and Contractor.

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

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

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

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

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

**SECTION 00 7200  
GENERAL CONDITIONS**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 FORM OF GENERAL CONDITIONS**

- A. AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, attached, is the General Conditions between the Owner and Contractor and has been revised. All deletions and additions have been incorporated, and is hereby made a part of the specifications. All references to the General Conditions within these specifications shall mean "General Conditions of the Contract for Construction" the American Institute of Architects, A.I.A., Document A201, 2017 Edition, as revised..

**1.3 RELATED REQUIREMENTS**

- A. Section 00 5200 - Agreement Form
- B. Section 01 4216 - Definitions01 4216.

**END OF DOCUMENT**



# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## ***General Conditions of the Contract for Construction***

for the following PROJECT:

Port Chester High School  
Boiler Room Sump Pump and Attic Catwalk

**THE OWNER:**

Port Chester UFSD  
1113 Bowman Ave  
Port Chester NY 10573

**THE ARCHITECT:**

Fuller and D'Angelo, P.C.  
Architects and Planners  
45 Knollwood Road  
Elmsford, N.Y. 10523

**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

*(Paragraphs deleted)*

- 16 NO DAMAGES FOR DELAY

*(Paragraphs deleted)*

**ADDITIONS AND DELETIONS:**

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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<sup>™</sup>, Guide for Supplementary Conditions.

Init.

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User Notes:

(1883600949)

## **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,

#### **§ 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. Any discrepancy between these General Provisions and the various sections of the specifications the General Provisions shall prevail.

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

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

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

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

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

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

§ 1.2.4 In the event of conflict, ambiguity and/or unclear circumstances between any of the requirements of the Contract Documents, the requirement that is most inclusive of the highest quality and/or of the highest cost shall govern. The Contractor herewith agrees that no extra compensation shall be awarded to him, since he herewith received specific instructions to the procedure and values of the work.

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will establish the protocols for the development, use, transmission, and exchange of digital data. Neither the Owner, Architects or its agents are obligated to provide any available digital data or information to the contractor.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Refer to Section 01 4216 for additional definitions.

*(Paragraphs deleted)*

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

§ 2.2.1 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 **the building permit**, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. All other permits required from local agencies required for construction shall be paid for by the Contractor.

*(Paragraphs deleted)*

§ 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. Refer to Section 01 4216 for additional definitions.

§ 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, if available, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall provide information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also provide 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. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

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

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have,

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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, including architect's, engineer's and attorney's fees, 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 unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

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§ 3.2.5 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions defined in Paragraph 3.2.4, by executing the Agreement, the Contractor represents the following:

§ 3.2.5.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents, within the time permitted for the completion of the work.

§ 3.2.5.2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the work, use of materials, selection of equipment and requirements of product manufacturers will be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the work.

§ 3.2.6 Building-In: Contractor(s) and sub-contractors shall note the parts and materials which must be built in as the work progresses, including but not limited to all templates, forms, sleeves, inserts, parts, blocks, anchors, etc. for all work throughout and shall furnish to or set for the Contractor for General Construction in time to prevent delay in the work. Contractors shall also comply with Section 01 7310 or Section 01 7000 Cutting and Patching.

### § 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 including subcontractors of a subcontractor.

§ 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. Contractor is solely responsible for managing labor and labor relations, including labor disputes or concerted activity, direct or indirect, without any delays or interference with the work schedule and/or other contractors at the site. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any subcontractor. In the event of strikes or labor disputes by other separate prime contractors, or other contractors performing work for the Owner under other Contracts, each contractor shall continue with its work and provide all necessary manpower as required to maintain the schedule and completion dates of the project.

§ 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. Any request by the Contractor to make modifications to the work or substitutions shall not in any way cause or result in the delay of the ordering of any materials or equipment or the scheduling of the Work. Any such

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request shall require a minimum of thirty days' notice to the Owner and Architect and shall include full documentation of all costs and the time necessary. The full cost of any request by the Contractor for a modification or substitution, including but not limited to the cost of fees for the review of such request by the Owner and Architect or legal counsel and any delay time, shall be borne by the Contractor. Refer to Section 01 2500 Substitution Procedures

**§ 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. Should any disorderly, incompetent, or objectionable person be hired or employed by a Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, he shall upon the request of the Architect, be discharged from the work, and not again be employed thereon without the written permission of the Architect.

### **§ 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. In the event of a conflict between provisions of the contract documents, provisions providing for the longest warranty period shall apply.

**§ 3.5.2** The warranties set forth herein shall survive termination of this Contract.

**§3.5.2.1** The Contractor agrees to assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the work and further agrees to perform the work in such a manner so as to preserve any and all such manufacturer's warranties.

**§3.5.2.2** All new installations, assemblies, systems, equipment, and labor and materials installed by this Contractor shall be guaranteed against all defects and failures for a minimum period of 2 years from the date of final completion.

**§3.5.2.3** For the above stated time periods from the date of final completion, the Contractor shall, at his own expense, promptly repair and put into first class condition any workmanship and materials in which defects may develop, and shall, at his own expense, promptly replace all defective equipment, apparatus, fixtures and materials, to the full satisfaction of the Owner.

**§3.5.2.4** The date of final completion of all work shall be stated in writing by the Engineer/Architect, and as acknowledged in writing by the Contractor.

**§3.5.2.5** During the guarantee period, the Contractor shall be responsible for all costs, incurred in making the defective work good, both for labor and materials, and for all resulting injuries and damages to the building and to equipment.

**§3.5.2.6** The guarantee provided by the Contractor is in addition to any warranty provided by equipment and material manufacturer. The Contractor's guarantee period shall not negate the longer guarantee period provided by equipment and material manufacturers.

**§3.5.2.7** The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the work.

**§3.5.2.8** The Contractor for itself and its successors and assigns, warranties to the Owner and their successors and assigns:

- a. The Warranty shall remain in effect for a period of time specified by appropriate Divisions of Specifications.
- b. The Contractor will make good at its own cost and expense all defects and all damage caused to the Owner, in all Work and all trades required by the Contract Documents for Warranty Work. All corrections to defective Work shall be made at the convenience of the Owner.

§ 3.5.2.9 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 and issuance of the Certificate of Substantial Completion.

§ 3.5.3 Refer to Section 01 7800 Closeout Submittal for additional requirements.

### § 3.6 Taxes

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

§ 3.6.2 Contractor shall pay all applicable local, state, federal and other taxes and licenses.

§ 3.6.3 The Owner is exempt from sales and use taxes for materials fully incorporated into the Work of the Contract as accepted and approved by the Architect. The Owner will take title to materials used in the Project in order to permit tax exemption. The Contractor shall pay all other sales, consumer, use and similar taxes incurred in connection with the Work provided by the Contractor. The Owner's exemption from sales and use tax does not apply to machinery, equipment, tools and other items purchased, leased, rented or acquired for the Contractor's use in part or entirely in connection with the Work. Upon request of the Owner or the Architect, the Contractor shall provide a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or Subcontractor for incorporation into the Work. Upon delivery of the materials to the Project sites, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. The Owner's tax exemption shall apply only to materials so identified and accepted.

§ 3.6.3.1 Owner shall provide required exempt documentation when requested

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

§ 3.7.1 Unless otherwise provided Paragraph 2.2.1 in the Contract Documents, the Contractor shall secure and pay for all 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. The Contractor shall pay any costs or fees incurred to comply with such requirements, any fines or penalties imposed for failing to comply and any costs or fees incurred by Owner due to any failure to comply. If the Contractor fails to give such notices, the Contractor shall be liable for and shall indemnify and hold harmless the Owner including its Board of Education, the Architect and their respective consultants, employees, officials, officers and agents against any resulting fines, penalties, judgements or damages, including reasonable attorney's fees imposed on or incurred by the parties indemnified hereunder.

§ 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. The Contractor shall procure and obtain all bonds required of the Owner or by the municipality in which the project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide

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

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

### **§ 3.8 Allowances**

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

### **§ 3.8.2**

*(Paragraphs deleted)*

Refer to Section 01 2100 Allowances for payments.

*(Paragraph deleted)*

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site 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 at the site at all times when work is being performed and fluent in English, and be provided at all time with direct communications (cell phone) .to all parties.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent including addresses and telephone numbers of the members of his organization who can be contacted in the event of an off-hours emergency at the building site. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

**§ 3.10** Contractor's Construction and Submittal Schedules Refer to Section 01 3216 or 01 3000 for additional

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

§ 3.10.1.1 All of the dates provided for in any of the schedules prepared by the Contractor and submitted to the Architect, including all milestone and submittal dates, shall be considered to be "time of the essence" and may not be changed or modified without the Owner and Architect's specific written approval.

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

§ 3.10.2.1 All of the dates provided for in any of the schedules prepared by the Contractor and submitted to the Construction Manager and Architect, including all milestone and submittal dates, shall be considered to be "time of the essence" and may not be changed or modified without the Owner or Construction Manager's specific written approval.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent approved 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. All shop drawings are the product and property of the Contractor.

§ 3.12.1.2 Refer to Section 01 3000 for additional requirements.

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

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

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

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

§ 3.12.6 By submitting fully confirmed 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

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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.

*(Paragraphs deleted)*

§ 3.12.11 Comply with Submittal Procedures. Section 01 3000. § 3.13 Use of Site

§ 3.113.1 The Contractor(s) shall have limited access to the site on the inside and outside of the building. Comply with other sections regarding limited access. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall Owner's Representative before using any portion of the site.

### § 3.14 Cutting and Patching

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

prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Refer to Section 01 01731 or Section 01 1700 for additional requirements.

**§ 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.

**§ 3.15.3** Prior to occupancy the Owner must perform custodial cleaning of the work area. If the Contractor has not removed construction debris, equipment, tool etc which will prevent the Owner to perform custodial cleaning the Contractor will be back charged for additional cleaning costs incurred by the Owner.

### **§ 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**

*(Paragraph deleted)*

**§3.18.1** Indemnity Agreement - Compliance with the foregoing requirements as to insurance shall not relieve the contractor from liability under the indemnity agreement set forth in the general conditions as amended

**§3.18.1.1** To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the owner, the owner's representative, the architect, the 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 and disbursements, arising out of or resulting from performance of the work, including, but not limited to, such claims, damages, losses and expenses attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the general conditions or supplementary general conditions.

**§3.18.1.2** In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall in addition to other obligations, pay the cost to the party requesting indemnification or seeking enforcement and enforcing this indemnity requirement including, but not limited to attorney's fees.

**§3.18.1.3** In addition, to the extent not covered above, the contractor or subcontractor shall defend, indemnify and hold harmless the Owner, Owner's Representative, Architect, Architect's Consultants, and agents and employees of any of them, from any and all claims, losses, damages, suits, obligations, fines, penalties, costs, charges and expenses, which may be imposed or incurred by or asserted against any of them by reason of any act or omission of such contractor, or any subcontractor, or any person or firm directly or indirectly employed by such contractor with respect to violations of OSHA requirements, rules and/or regulations

**§ 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 and to perform such inspections and observations as are necessary to allow the Architect to review and approve change orders, claims of any kind and interim and general requisitions for payment, all in accordance with the applicable provisions of 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. Refer to Section 01 3000 for additional requirements.

§ 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.

§ 4.2.8.1 Neither the Owner, Owner's Representative nor Architect may issue instructions to the Contractor to change the amount of the contract, except by properly executed Change Order.

§4.2.8.2 Instructions are issued by the Owner through the Owner's Representative or Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a change order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum.

§4.2.8.3 No amount shall be payable by the Owner to the Contractor for performance of work without an executed change order. Comply also Article 7.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. Should the Architect's written interpretations, in the opinion of the Contractor, show additional work, or work of more expensive character than that shown or inferred by the Contract Drawings, it shall be the duty of the Contractor to so notify the Architect within five (5) days from receipt of same in order that proper adjustment may be made if found justifiable in

the opinion of the Architect and the Owner. The Contractor shall assume full responsibility for all such work done without the approval of the Architect and the Owner

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor within 10 days after award of the Contract, shall notify the Owner and Architect in writing, 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. Copies of all subcontractor contracts are to be provided to the Owner's Representative.

§ 5.2.2 Each Contractor shall not award any work to any subcontractor or supplier without prior written approval of the Architect and Owner's Representative. Approval will not be given until Contractor submits to the Architect a written statement concerning the proposed award to the sub-contractor. The statement shall contain such information as the Architect or Owner's Representative will require..

§ 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 and Architect have no reasonable objections. No increase in the Contract Price shall be allowed where a subcontractor is rejected by the Architect or Owner who is deemed unqualified to perform the particular work subcontracted by the Contractor or having too many current projects handled by insufficient personnel.

§ 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.

*(Paragraphs deleted)*

§ 5.2.5 Notwithstanding any other provisions of the Contract Documents, General Construction Contractor shall perform at least Twenty-five (25) % of the field work by its own employees.

.1 Prime/Sub Contractors for HVAC, Plumbing and Electrical shall perform at least seventy-five (75) % of the field work by its own employees.

.2 Roofing Contractors shall perform at least sixty-five (65) % of the field work by its own employees, including wood blocking, insulation, roofing, flashings, roof accessories, skylights and sheet metal work.

§ 5.2.5.2 For the purpose of the preceding paragraph, any part of the work performed by supervisory personnel (persons above level of foreman) or by the office personnel and such items as bonds, certificates, shop drawings and similar items shall not be considered part of the percentage of work required to be performed by the Contractor's employees.

### § 5.3 Sub-Contractual Relations

§ 5.3.1 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. The agreement between the Contractor and Subcontractor shall not provide, nor shall the Contract Documents be deemed to provide, any rights, remedies or redress by the Subcontractor(s) against the Owner.

## 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. Should any Contractor sustain any damage or delay through any act or omission of any other Contractor having a contract with the Owner for the delivery and/or the installation of materials, supplies, equipment, plant, or appliances, or should the Contractor sustain any damage or delay through any act or omission of a subcontractor, the Contractor shall have no claim against the Owner or their Architects for such damage or delay, but shall have a right to recover or to claim such damage only from the other Contractor or subcontractor.

§ 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.

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 15

### § 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. Change Orders shall be submitted in total amounts for a particular change not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to each Contractor for completion.

§ 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.
- .4 In cases where allowances are shown on the bid form and accepted by the Owner, they shall be used to determine the amount of addition to or deduction from the Contract Price. The unit prices or allowances when mutually agreed to be fair and equitable by Owner and Contractor will be made part of the Agreement.

§ 7.2.2 Final determination of all claims shall be by the Owner

### § 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.

§ 7.3.1.1 If the Construction Change Directive involves an adjustment to the contract price, the adjustment will be computed by the Architect in form conforming to 7.3.3.5.

§ 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 Section 01 2100 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 All additions and deductions to the Contract Price not covered by unit prices resulting from changes in the Work shall be determined by the following outline:
- .5 **CONTRACT WORK**
  - a. Materials (Itemized Breakdown) \_\_\_\_\_
  - b. Rent of Equipment (Listed separately) \_\_\_\_\_
  - Sub-Total #1**(items (a & b) \_\_\_\_\_
  - c. Sales Taxes (where applicable on Sub-Total #1) \_\_\_\_\_
  - d. Labor (Itemized Breakdown) \_\_\_\_\_
  - e. Insurance (Workmen's Compensation  
Social security or as otherwise  
required and/or specified) \_\_\_\_\_
  - Sub-Total #2** (items c, d & e) \_\_\_\_\_
  - f. Overhead & Profit (% x Sub-Total #2)  
As per Article 7.3. \_\_\_\_\_
  - g. Sub-contract Work  
(If applicable, in identical breakdown,  
as shown above Sub-Total #1 & 2) \_\_\_\_\_
  - h. Contractor's overhead & profit  
on sub-contract changes (5%) \_\_\_\_\_
  - Sub-Total #3** (items f, g & h) \_\_\_\_\_
  - i. **TOTAL QUOTATION (Sub totals 1, 2, 3)** \_\_\_\_\_

§ 7.3.3.1 Change Orders shall be submitted in total amounts for a particular change, not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to the Contractor for completion.

- .1 Overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
  - For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
  - For the Contractor, for Work performed by Contractor's sub-contractor, five percent (5%) of the amount due the sub-contractor.
  - For each sub-contractor or sub-contractor involved, ten percent (10%) of the cost
- .2 Cost to which overhead and profit is to be applied shall be limited to the following:
  - Labor.
  - Cost of Materials, including sales tax and cost of delivery.
  - Workers' or Workmen's Compensation Insurance.
  - Rental value of equipment and machinery.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

*(Paragraphs deleted)* § 7.3.4.1 In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and sub-contracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are sub-contracts, they shall be itemized also. All change orders without such itemization will be returned to the Contractor for resubmission

§ 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. Failure to timely file any claim in accordance with the requirements set forth therein shall constitute a waiver of such claim.

§ 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, not in dispute and 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

§7.4.1 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. The work included in such order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contractor's time to complete its Work. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall perform the work included in such orders so as to cause no delay to its Work and/or the work of other contractors engaged by the Owner in connection with the Project

§7.4.2 Minor Changes in the work are not to be construed as Change Orders. A signed minor change is not an approved change order.

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

§ 8.1.2 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.

§ 8.1.5 Dates indicated in Section 01 1000 Summary of Work or Section 01 11010 Milestone Schedule are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 8. Liquidated damages applied to Substantial Completion shall apply to Milestone Dates.

### § 8.2 Progress and Completion

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

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

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

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by 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 or (3) by other causes that the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. No extension of time will be granted for changes in the work or labor disputes, or work stoppage due to asbestos removal. This paragraph shall control where a conflict appears among the contract documents.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.3 as delays) whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the work, or directing suspension, rescheduling or correction of the work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the work.

### §8.4 LIQUIDATED DAMAGES

8.4.1 Contractor realizes that time is of the essence on this Contract and the date of Substantial Completion shall be no later than the date set forth in Article 3.2 of the Contract. The Contractor understands that substantial disruption of the Owner's educational process will occur if the project is not completed by the date of substantial completion. In the event the Contractor fails to substantially complete the work under this contract by said scheduled date(s), the sum per

calendar day, as follows:

General Construction Contract	****
Plumbing Contract	****
HVAC Contract	****
Electrical Contract	****
Other	****

and will, at the sole discretion of the Owner, be subtracted from the payment due the Contractor (or, if the amount due the Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, or delays of Subcontractors or Suppliers due to such causes. Delay in acquisition of materials other than by reason of or freight embargoes will not constitute a delay excusable under this provision unless approved by the Owner in writing.

**§8.4.2** Within five calendar days from the occurrence of any such delay, the Contractor shall notify the Owner, in writing, of the cause of delay. The Owner will ascertain the facts and extent of the delay, and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension. Owners findings of fact will be final.

**§8.4.3** In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner due to the failure of the Contractor to complete each Phase as required. The additional costs shall include but not be limited to the following:

**§8.4.3.1** Staff, as required, to make the facility accessible to the contractor; for the Architect and Consultants to perform inspections after the completion date of each phase. Expenses and costs incurred by the Owner for additional services of the Owner's Representative, in addition to additional inspections.

**§8.4.3.2** The cost of additional inspections by the Architect and their consultants will be at the rate of \$300.00 per hour.

**§8.4.4** The said sum per calendar day and additional costs set out above, shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of substantial completion. Such Liquidated Damages shall be in addition to any other damages (other than reason of delay) Owner may incur as a result of Contractor's breach of Contract, to include those which may be incurred pursuant to of the General Conditions.

**§8.4.5** In addition to the liquidated damages described above, in the event the Contractor fails to complete all work under this Contract by said Scheduled Dates, the Contractor will, at the sole discretion of the Owner, not be permitted to perform any work during normal hours. Such work shall only be performed after hours, Saturdays, Sundays, holidays or periods when the facility is unoccupied, at no additional cost to the Owner. This paragraph in no way limits any other rights, or remedies of the Owner under this Contract.

**§8.4.6** All costs will be subtracted from payment due the Contractor (or, if the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

**§8.4.7** This section shall in no way prevent the Owner from enforcing any other remedies it may be entitled to pursuant to the Contract, including the right of termination, and in the cases of termination, any damages suffered by the Owner shall not be considered damages by reason of delay, regardless of the reason for termination.

## ARTICLE 9 PAYMENTS AND COMPLETION

**§ 9.1 Contract Sum** (Refer to Section 01 2000 Price and Payment Procedures for additional requirements)

**§ 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 Cost Allowances 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. Refer to Section 01 2100.

§ 9.1.3 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payments to the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default under any of the Contract Documents; provided, however, that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work.

#### § 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.

§ 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.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and installed. If approved in advance by the Owner, payment maybe made for materials and equipment suitably stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the Owner's interest, and shall include applicable insurance and storage 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.

§ 9.3.2.1 All materials and equipment, including materials and equipment stored on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation and approved into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

Notwithstanding payment by the Owner, all warranties and/or guarantees required by the Contract Documents shall not begin to run until the Contractor has completed its Work.

§ 9.3.2.2 In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items).

§ 9.3.2.3 When Fuller and D'Angelo, P.C. or Owner's Representative requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

§ 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.

§ 9.3.4 Application for all Payments must be accompanied by certified payroll records and all releases of liens for previous applications **from Contractor and their subcontractors** and a sworn and notarized statement that all subcontractors have been paid to at least 95% of previously requisitioned sums. In the event a lien is filed on the Owner's property, by any entity, due to the actions of the Contractor, regardless of the relationship between the lien and the work performed on this project all payments will be held in abeyance until such lien is bonded or removed.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within ten business 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), notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1;

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .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 failure to comply with scheduled milestone or submittal dates.
- .9 damages resulting from the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Contract Documents;
- .10 failure of the Contractor and/or its Subcontractors to comply with the requirements for maintaining record drawings.
- .11 the Architect's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete.
- .12 such other acts and/or omissions by the Contractor in connection with the performance of its Work that do not comply with the Contract Documents; or
- .13 the amount requested exceeds the percent completion of work on the Project site(s).

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§ 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 Refer to Section 01 2000 Price and Payment Procedures for additional requirements.

§ 9.6.1.1 Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.

§ 9.6.1.2 Form to be used: AIA G702 and AIA G703.

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

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

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

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

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

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

§ 9.6.7 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.

*(Paragraph deleted)*

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten business days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty business 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 ten additional business days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 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.

§ 9.8.1.1 Contractor shall advise the Construction Manager and Architect of pending insurance changeover requirements.

§ 9.8.1.2 Contractor shall obtain and submit releases permitting Owner's Representative and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases

§ 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 Owner's Representative and Architect a comprehensive list of items to be completed, or corrected, the value of items on the list, and reasons why the Work is not complete prior to final payment. The Contractor shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's Representative and Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Owner's Representative and Architect to determine Substantial Completion. **If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be back charged for the cost of the Architect's services for the additional inspections.**

§ 9.8.3.1 Certificate of Substantial Completion will be issued only after completion of all punch list items or Owner's Representative and Architect will notify Contractor of items, either punch list or additional items identified by Architect, that must be completed or corrected before a certificate will be issued. After completion of all punch list items submit the following:

- .1 Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed.
- .2 Manufacturer's Warranties/guarantees.
- .3 Contractor's Warrantee **Two (2)** years minimum and extended warranties.
- .4 Maintenance agreements, if any.
- .5 Manifest for disposal of Hazardous Material.
- .6 Manifest for disposal of material.
- .7 Test/adjust/balance reports and records.
- .8 Maintenance Manuals and Instructions Manuals
- .9 Signed Receipt by Owner's Representative of spare parts and attic stock.
- .10 Meter readings
- .11 Start-up performance reports.
- .12 Changeover information related to Owner's occupancy, use, operation, and maintenance.
- .13 Advice on shifting insurance coverage.
- .14 Final progress photographs.
- .15 List of incomplete Work, recognized as exceptions to Architect's "punch list".
- .16 Removal of temporary facilities and services.

- .17 Removal of surplus materials, rubbish and similar elements.
- .18 As Built Drawings.
- .19 Project Record Documents.
- .20 DOL Final Completion Form. (PW 200).
- .21 This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Contractor understands that no retainage will be paid until all work, including punch lists items are complete and submission of all closeout documents as listed in Section 01 7800 Closeout Submittals are approved.

**§ 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's Representative, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

**§ 9.10 Final Completion and Final Payment**

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative and Architect will promptly make such inspection. When the Owner's Representative and 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 Owner's Representative and Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 If the Contractor's Work is not accepted by the Architect after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion, but no later than the date of the Final Certificate for Payment.

§ 9.10.1.2 If the Architect is required to perform more than one final inspection because the Contractor's Work fails to comply with the requirements of the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.2 Neither final payment nor any 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) completion of all "punch list" items, (6) submission of all closeout documents as listed in Section 01 7800 Closeout Submittals (7) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (8) Architect's punch list certifying all punch list items have been completed with each item signed off by the Owner's Representative and Contractor. and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the above is satisfied.

§ 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 may 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.
- .5 defective work or concealed conditions.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### § 9.11 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

§ 9.11.1 When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.

§ 9.11.1.1 Payments will not be approved until satisfactory evidence is presented to put the project on schedule

#### § 9.12 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

§ 9.12.1 In the event the work is not completed by the schedule date, listed in Section 01 1000 - Summary, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the Owner will not issue any progress payments after that date, until all work is completed.

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§ 9.12.2 Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less 5% retainage.

## 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. Prior to beginning any work, the Contractor shall submit a copy of its safety plan to the Architect. The Contractor shall make the participation of its Subcontractors in its safety plan and program mandatory. The Contractor and its Subcontractors shall conduct their operations in accordance with the Safety Guides for Construction issued by New York State Education Department ("SED") and the Contractor's Safety Plan and Program.

### § 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: and
- .4 The work on the project of any other contractors or any property of any other contractors work on the project

§ 10.2.1.1 The Contractor shall maintain at the project site MSDS documentation for all material brought on site.

§ 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 including:

- .1 The work on the project of any other contractors or any property of any other contractors work on the project;
- .2 shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

§ 10.2.2.1 Any and all fines or citations levied against the Owner, Architect, or Owner's Representative due to the failure of the Contractor to comply with statutes, ordinances, codes, rules, regulations, or lawful orders of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.

§ 10.2.2.2 Any reference made to rules and regulations promulgated by various governmental agencies with the Specifications or Construction Drawings are for the Contractor's benefit. The issuance of compliance to said regulations by workers employed by the Contractor or by sub-contractors is the sole responsibility of the Contractor; and that, notwithstanding any reference to any rule or regulation, that the Architect, the Architect's construction observer (Clerk-of-the-Works) or any representative of the Owner is not assuming any duty to provide supervision of construction methods in processes.

- .1. Each Contractor shall assign one person from his staff to be on-site safety coordinator.
- .2 Each Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his sub-contractors.
- .3 Each Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA regulations, and pertaining to any and all construction operations
- .4 All site personnel have appropriate Department of Labor certification.

§ 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.

§ 10.2.3.1 The Contractor shall be responsible for all costs incurred by the Owner caused by false security alarms and false fire alarms set off by the Contractor, its Subcontractors, employees, suppliers, officers, directors or servants.

§ 10.2.3.2 All safety equipment including but not limited to hard hats and other personal protective materials and equipment (masks, face shields, gloves, etc.) required for the Contractor to perform its work are to be supplied by the Contractor and/or its Subcontractors.

§ 10.2.3.4 The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. For additional indemnity obligations see Section 3.18 of these General Conditions.

§ 10.2.3.5 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

§ 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.

§ 10.2.4.1 When use or storage of hazardous materials or equipment or unusual construction methods are necessary to promulgate the Work, the Contractor shall give the Owner's Representative reasonable advance notice, and shall maintain on the site, a full set of safety instructions relating to all such materials.

§ 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, employees, agents, or representatives of any of the above 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 and for on-site safety. 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 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 Owner shall only be responsible to pay for the services of the laboratory if the material or substance reported by the Contractor is found to be hazardous. When the material or substance has been identified the Contractor shall submit a proposal to abate the material. 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 Sum shall be increased by the amount of the Contractor's reasonable additional costs..

§ 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), , but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable. .

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

*(Paragraph deleted)*

#### § 10.4 Emergencies

In an emergency "immediately" 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. The word "immediately", for the purposes of this paragraph shall mean a time period which is less than the time it would take to notify the Owner's Representative of the emergency.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§11.1.1 All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that the Owner or Fuller and D'Angelo, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted. All policies shall be provided by insurers licensed to conduct business in New York State.

§11.1.1.1 The following insurance coverages and requirements must be provided by the contractor and evidence of same must be certified to the Owner, Owner's Representative and Fuller & D'Angelo, P.C. prior to commencing any work under this contract, and original certificates of insurance, shall be furnished prior to the contract signing.

§ 11.1.1.2 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to conduct business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a

Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
- .4 Claims for damages insured by usual personal injury liability coverage.
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle: and
- .7 Claims for bodily injury or property damage arising out of completed operations: and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

*(Paragraph deleted)*

**§11.1.2** Certificates of Insurance:

- .1 Each certificate shall include the following clause: It is agreed that prior to any cancellation of, or material change in the policies certified to on this Certificate, 30 days written notice, by certified mail, return receipt requested, shall be sent to the Owner, Owner's Representative and Architect prior to the effective date of such change or cancellation.
- .2 Shall specifically describe the work to be performed and the job site location.
- .3 Shall include to the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Owner, Architect, Owner's Representative, their respective Consultants and their respective members, directors, officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, expenses, and attorneys' fees, arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee hereunder.
- .4 The Contractor and each of its Subcontractors and to all Shared Services Contracts (Purchase Order Agreements) shall include the Owner, Architect, and their Consultants as Additional Insureds on their casualty and commercial liability insurance policies on a primary and non-contributory basis, including a waiver of subrogation, acceptable to Owner, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured and the endorsement shall not require a written agreement with the Additional Insureds.
- .5 Additional Insured status shall be provided by ISO endorsement CG 20 38 04 13, CG 220 38 and CG 20 37. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- .6 A copy of the endorsement(s) providing additional insured sections must be attached to the Certificates.
- .7 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form— additional details must be provided in writing.
- .8 Shall use the forms adopted and/or required by the New York State Workers' Compensation Board for proof of Workers' Compensation and NYS Disability Insurance, an ACORD certificate is not acceptable proof.
- .9 Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative, Architect at least five (5) days prior to the expiration of any policy

*(Paragraph deleted)*

**§11.1.3** The Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a Certificate of Insurance, evidencing the requirements have been met, prior to the commencement of the work or use of the facilities. Failure to provide said insurance shall cause the immediate suspension of all work and possible cancellation of this contract.

§11.1.4 The Contractor agrees to carry as a minimum the following insurance in such form and with such insurers as are satisfactory to the Owner covering the work hereof:

- .1 **Workmen's Compensation Insurance: Statutory Workmen's Compensation Insurance (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1)** for all employees coverage as required by the State Law in which the project site is located, and in the state in which the Contractor is domicile, and licensed to do business, and for all of his employees to be engaged in work on the project under this contract, and in case such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the employees to be engaged in such work. Provide Statuary Limits and Coverages. Proof of coverage must be on the approved specific form, as required by the **New York State Workers' Compensation Board**. ACORD certificates are not acceptable.
- .2 **Employers Liability Insurance:** Not less than \$1,000,000 for all employees to be engaged in work on the Project.
- .3 **Commercial General Liability Insurance** Including Premise/Operations, Independent Contractors, Products and Completed Operations, Broad Form Contractual, Broad Form Property Damage, Broad Form General Liability Endorsement and blanket coverage for underground hazards; X (explosion) C (collapse) U (underground).

Minimum Limits:

Each Occurrence:	\$1,000,000.00
General & Product Liability Aggregate:	\$2,000,000.00.
Products and Completed Operations	\$2,000,000
Personal Injury:	\$1,000,000.00.
Fire Damage Legal:	\$50,000.00.
Medical Payment:	\$10,000.00
(General Aggregate to apply on a per project basis).	
Other Requirements: No Explosion, Underground, Collapse (XCU) exclusions.	

- .4 **Bodily injury** including death arising from any occurrence for the period and time for this specific work contract, including any contractual agreement assuming liability of Owner by terms of contract agreement in an amount of not less than the amount as stated above.
  - a. Coverage and limits required in no way restrict or relieve the Contractor from the full and complete responsibility for all injuries and/or damages and it is suggested that the Contractor consult their agent or broker to be certain their coverage, in form and limits, is sufficient for their needs.
- .5 **Automobile Insurance.** Business Automobile liability insurance coverage format shall be as required by the state law in which any and all vehicles are registered, and must include all owned, hired or non-owned vehicle es in the following amounts:

Minimum limits:

Bodily Injury -	\$1,000,000.00 each accident
Property Damage -	\$1,000,000.00 each accident
or a combined single limit of	\$1,000,000.00

- .6 **Conditions of Coverage** Bodily Injury and Property Damage coverage under both General and Automobile Insurance shall include the "occurrence" basis wording. In the event of cancellation of insurance, the Owner shall be given advance notice of 30 days by the insured carrier and such to stipulated in the insurance contract.
- .7 **Umbrella/Excess Liability Insurance.** Limit: \$5,000,000.00 per occurrence and aggregate excess over Underlying Comprehensive General Liability, Automobile Liability, Employers Liability Policies.
- .8 **Self-Insured Retention** \$10,000.00 per occurrence.
- .9 **Owner Contractor Protective Liability Insurance (OCP):** The Contractor shall purchase and maintain an Owner's Protective Liability policy naming the Owner, Owner's Representative, and Fuller & D'Angelo, P.C. as named insured.  
The original and duplicate policy shall be filed with Owner and the policy shall remain in effect until the job is formally accepted by the Owner.

Limits of Liability for project up to 1,000,000.:	\$1,000,000.00 each occurrence.
	\$2,000,000.00 aggregate

Limits of Liability for project over 1,000,001: \$2,000,000.00 each occurrence  
\$4,000,000.00 aggregate

- .10 Asbestos/Lead/Hazardous Materials Liability Insurance :** With coverage for the services rendered for the Owner, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs in addition to Insurance specified, The Contractor shall provide the following liability insurance:  
Workman's Compensation: State: Statuary

Applicable Federal: (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries): Statuary  
Employer's Liability: \$100,000

Said policy shall be endorsed to indicate that the term "Insured" shall include the "Owner" Owner's Representative, and Architects and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities.

Said policy shall be endorsed to indicate that the Contractor is solely responsible for the premium cost of the policy including any audit adjustments.

Said policy shall contain a 30-day notice of cancellation clause with said notice to be sent to the Owner, Owner's Representative, and Architects by certified mail.

Minimum limits:

\$2,000,000 per occurrence/\$3,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90:

- .11 Builders Risk:** Unless otherwise provided for hereunder, the Contractor shall purchase and maintain throughout the course of the entire contract, and until final acceptance, a Builders Risk Policy providing a Builder's Risk Coverage Form or Builder's Risk Renovation Form in an amount equal to 100% of the construction replacement cost.  
The coverage format shall be the "Special Coverage" form (all risk) naming the Owner, the Contractor and all subcontractors and suppliers as their interest appear. Loss, if any, shall be payable to the Owner as trustee for all interests. Contractor shall be solely responsible for the cost of any deductible.
- .12 Flood and Earthquake Coverage:** The Contractor, prior to commencing any work on the project, shall ascertain whether the site is subject to the perils of Flood, Mudslide and/or earthquake. If the exposure is present, the Contractor, at his sole cost expense, shall purchase and maintain coverage for the duration of the contract.  
The Contractor shall provide to the Architect with a written report and notice from a P.E. as to the Flood and Earthquake exposures at the site and indicate what coverage, if any is to be provided.
- .13 Equipment, Tools and Supplies:** By signing this contract, the Contractor agrees and understands that he is solely responsible for all loss to any tools, equipment, or supplies, owned, rented, or leased, stored at or off the site. Further, the Contractor certifies that he has provided or will provide notice to this effect to all subcontractors and suppliers.
- .14 Testing Company Errors and Omission Insurance:** \$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

*(Paragraph deleted)*

**§11.1.5 Subcontractors Insurance:** The Contractor agrees to provide all subcontractors with a copy of these insurance requirements and further, agrees to require all subcontractors, manufacturers and suppliers to provide evidence of insurance of the same coverage and limits as are required from the Contractor pursuant to Section 11.1.4.

*(Paragraph deleted)*

§11.1.6 The Contractor shall maintain a separate record of each subcontractors' insurance certificates and said records shall be available for inspection by the Owner, Owner's Representative and Architect for a period of 2 years from the date of final acceptance.

§11.1.7 The Contractor shall not permit any subcontractors on the site until acceptable certificates of insurance have been filed and approved.

§11.1.8 Waiver of Subrogation: All property insurance policies carried by the Contractor and his subcontractors shall contain a "Waiver of Subrogation" clause (including equipment floaters) to the effect that the Contractor agrees to waive all rights of subrogation against the Owner, Owner's Representative and Architect.

§11.1.9 The signing of this contract acknowledges that the Contractors have notified their insurance carriers accordingly.

§11.1.10 Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative and Architect at least 30 days prior to the expiration of any policy

§11.1.11 Job Safety: The Contractor shall assign one person from his staff to be on the job site safety coordinator. The Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his subcontractors.

§11.1.11.1 The Contractor agrees to cooperate and comply in full with the insurance representatives of the Owner, Owner's Representative and Architect. with respect to any safety recommendations or requirements.

§11.1.11.2 The Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA and Department of Labor regulations, pertaining to his trade and construction operations.

§11.1.12 Products, Completed Operations: The Contractor is required to, and agrees to carry Products and Completed Operations coverage.

§11.1.13 Certificates of Insurance shall be filed to this effect, annually with the Owner, Owner's Representative, Architect and the Contractor shall obtain and record like certificates from his subcontractors

§11.1.14 Insurance Carriers: All insurance carriers providing coverage on the project must be **licensed** to conduct business and issue the type of insurer the carrier is providing to the Contractor in the State in which the project is located, and in the State in which the Contractor is domicile. The companies must be **A. M. Best "Secured"** rated or better. This requirement applies to all subcontractors as well.

11.1.15 If at any time, any policy required herein shall be or become unsatisfactory to the Owner, as to form or substance, or if the issuing company shall be or become unsatisfactory, the Contractor, upon written notice from the Owner, shall promptly replace said unsatisfactory insurance.

§11.1.16 Failure to provide, maintain or deliver satisfactory insurance during this project, at the election of the Owner, the contract may be declared suspended, discontinued, or terminated.

§11.1.17 Failure to provide and maintain proper insurance under this contract shall not relieve, nor be construed to conflict with or otherwise limit the contractual obligations of the Contractor

§11.1.18 In the event that any claims, or claims aggregate be in excess of the insured amounts, filed by reasons of any operations under this contract, the Owner, at its sole opinion, may withhold from payments due or to become due the Contractor amounts equal to the excess of such claims, until the Contractor has provided evidence of additional financial security covering such claims, in a form satisfactory to the Owner.

§11.1.19 All the policies of insurance referred to in this Article 11 shall be issued in the names of the Owners, the Architect, the General Contractor, and his subcontractors. Said policy shall be endorsed to indicate that the term "Insured" shall include the Owner, Construction Manager, Architect and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities. In all cases regarding insurance referred to in these specifications, certificates shall be provided to the Owners, Owner's Representative and Architect.

§11.1.19.1 In the event that any of the insurance coverage to be provided by the Contractor to the Owner and Architect contains a deductible, or the insurance provided by the Owner and Architect contains a deductible, the Contractor shall indemnify and hold the Owner and the Architect harmless from the payment of such deductible, for all claims arising from any acts or omissions of Contractor or Contractor's officers, directors, employees, Subcontractors, suppliers or any others engaged by Contractor directly or indirectly to perform Contractor's Work on the Project, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor

§ 11.1.20 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. Refer to Section 00 6000 Bonds and Certificates.

11.1.21 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.

§ 11.1.22 **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 written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner or Owner's Representative 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 be responsible for purchasing and maintaining the Owner's usual liability insurance.

*(Paragraphs deleted)*

## § 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 and Owner's Representative 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 Owner's Representative, 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. 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 Owner's Representative and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-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 two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except as to the corrective work performed and subject to the continued existence of any manufacturer's warranty, if applicable.

§ 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

§ 12.3.1 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 affected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

§ 13.1.1 This Contract shall be governed by and interpreted in accordance with the substantive laws of the State where the Project is located without recourse to principles of choice of law. The venue of any dispute resolution proceedings or actions shall be in the county in which the Project is located.

§ 13.1.1.2 The Contractor shall at all times observe and comply with all Federal, State and Local Laws, rules and regulations and all policies, rules, regulations and protocols of the Owner, in any manner affecting the Work and all such orders as exist at present and those which may be enacted in the future, by bodies or tribunals having jurisdiction or authority over the Work and the Contractor shall indemnify and save harmless the Owner and its Board of Education, Owner's Representative, Architect employees, officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree by the Contractor or the Contractor's officers, directors, employees, Subcontractors and suppliers.

§ 13.1.1.3. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until the Contractor has received written consent for the waiver of such compliance from the Owner.

§ 13.1.2 The Contractor specifically agrees, as required by New York Labor Law, Sections 220, and 220-d, as amended, that:

- .1 No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- .2 The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
- .3 The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any redetermination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated therein by reference as of the effective date of redetermination and shall

form a part of this Contract. The Labor Law provides that the Contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

- (a) The stipulated wage scale as provided in Labor Law, Section 220, Subdivision 3, as amended; or
- (b) The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended

§ 13.1.3 The Contractor specifically agrees, as required by the provisions of New York Labor Law Section 220-e, as amended, with respect to operations performed within the territorial limits of New York State, that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- .2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex or national origin.
- .3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of this Section 13.1.3.
- .4 The Contract may be cancelled or terminated and all monies due under the Contract forfeited for a second or any subsequent violation of the terms and conditions set forth in this Section 13.1.3.

§ 13.1.4 The Contractor shall comply with all the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its Subcontractors to comply with same. The Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's Board of Education, Owner's Representative,, Architect, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws by Contractor or its Subcontractor(s) in connection with the Work of the Contract Documents.

§ 13.1.5 The Contractor shall maintain policies of employment as follows:

- .1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of age, creed, race, religion, color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, creed, religion color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence. Such action 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 age, creed, race, religion, color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence.

§ 13.1.6 Dust Hazards - The Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

## § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, 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.

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.. Refer to Section 01 4000 Quality Requirements for additional requirements.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

§ 13.4.5 If the Owner's Representative or 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 not bear interest.

### § 13.6 TIME LIMITS ON CLAIMS

§ 13.6.1 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,

**§ 13.7 LIENS**

**§ 13.7.1** If the Contractor or any of its subcontractors or suppliers should cause a Mechanic's Lien to be placed upon the property, then the Contractor shall be liable for any and all legal or bonding or insurance fees related to the removal of the Mechanic's Lien or the defense of any Mechanic's Lien enforcement or foreclosure proceeding. Such legal or bonding or insurance fees shall also be a deduction by the Owner from any moneys due or to become due to the Contractor.

**§ 13.8 SEXUAL HARASSMENT PROHIBITED**

**§ 13.8.1** Federal and state laws and the policies of the Owner prohibit sexual harassment of employees. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for students, employees and volunteers of the Owner and employees, agents, consultants, suppliers, subcontractors and others engaged directly or indirectly by Contractor to perform work on the Projects. The Contractor shall exercise control over its employees, agents, consultants, subcontractors, and suppliers so as to prohibit acts of sexual harassment of students, employees and volunteers of the Owner. In the event the Owner, in its reasonable judgment, determines that the Contractor or its employees, agents, consultants, subcontractors and/or suppliers have committed an act of sexual harassment, upon notice from the Owner, the Contractor shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease. In the event the Contractor or its employees, agents, Subcontractors or suppliers believes it has been the subject of sexual harassment by the Owner, its elected and appointed officials, students, volunteers, vendors, employees or agents, it shall give notice to the Owner; so, the Owner can take such action as may be reasonably necessary to cause any sexual harassment to cease.

**§ 13.9 GENERAL PROVISIONS**

**§ 13.9.1** Contractor hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time be reasonably required to carry out the terms and provisions of the Contract Documents.

**§ 13.9.2** Contractor is obligated, by virtue of entering into a contract with the Owner, to ensure that absolutely no asbestos containing material is used in conjunction with the Work. It is the Contractor's sole responsibility to provide assurance that no asbestos containing material is built into the construction, nor does any equipment used in the construction contain any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state and local mandates, and to indemnify all their employees, agents, or servants or any third parties including but not limited to the Owner and the Architect, and their respective servants or employees for any costs or damages incurred on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in connection with the performance of the Work hereunder. This provision will be limited only to the extent required by law and shall survive the termination or expiration of the Contract. Refer to Section 01 7800 Closeout Submittals for additional requirements.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

*(Paragraph deleted)*

**§ 14.1.2** If one of the reasons described in Section 14.1.1 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.

*(Paragraphs deleted)*

**§ 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 If the Contractor fails to satisfy or bond any filed liens against the Owner in the Performance of his contract.
- .6 disregards the instructions of the Architect or the Owner (when such instructions are based on the requirements of the Contract Documents);
- .7 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .8 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents.
- .9 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.
- .10 fails or neglects to prosecute the Work in such a manner to reasonably assure completion within the contract time;
- .11 fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;

**§ 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, three 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 and the Contractor will be back charged for all costs incurred by the Owner.

**§ 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.

**§ 14.2.5** The Owner may take over the work for one of the reasons stated in sub-paragraph 14.2.1 after giving the Contractor and the Contractor's Surety, if any, three days' written notice. The Contractor will be backcharged for costs incurred by the Owner.

**§ 14.3 Suspension by the Owner for Convenience**

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

§ 14.3.2 The Contract Sum and 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**

*(Paragraph deleted)*

§ 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.
- .4 proceed to complete the performance of the remaining Work on the Contract which has not been so terminated

§ 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, and any deposits or down payments which the Contractor has made pursuant to the Agreement which cannot, in the exercise of good faith and due diligence by the Contractor, be refunded or applied as a credit in the Contractor's favor to other charges, provided, however, that if such deposits or down payments are not refundable, Contractor shall assign the applicable contract, agreement, purchase order, etc. to the Owner who, at its election, may require performance of same. The Contractor hereby waives and forfeits all other Claims for payment and damages, including, without limitation, overhead and profit related to Work terminated by the Owner pursuant to this Section 14.4.

§ 14.4.4 In case of a termination pursuant to this Section 14.4, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of Contract monies remaining to be paid to the Contractor. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) Claims which the Owner has against the Contractor under the Contract, and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by 15% representing the Contractor's overhead and profit.

§ 14.4.5 For the remaining portions of the Contractor's Work which have not been terminated pursuant to this Section 14.4, the terms and conditions of the Contract with the Owner shall remain in full force and effect. The Contractor shall continue to prosecute that portion of its Work that was not terminated pursuant to this Section 14.4.

**§ 14.5 Limitation of Owner's Liability**

§ 14.5.1 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by it.

§ 14.5.2 The Owner shall not be liable to the Contractor for punitive damages on account of any termination of the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

## 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. As is set forth in other provisions of this Contract, delay in the Contractor's ability to complete the work may, in appropriate circumstances, give rise to a claim for additional time, but will under no circumstances be the basis of a claim for damages.

*(Paragraphs deleted)*

§ 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 ten days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

*(Paragraphs deleted)*

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

*(Paragraphs deleted)*

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**§ 15.1.7 Waiver of Claims for Consequential Damages.** The timelines provided herein for the making of claims shall be a condition precedent to any payment for such claims or the granting of any extension of time. Failure of the Contractor to comply with the time and notice provisions of this Article shall be an absolute bar to making any payment to or extending the time of the Contractor for such claim. All claims of any type seeking any monies, or an extension of time shall be accompanied by full documentation. A claim submittal without full documentation shall be rejected by the Architect and, if not timely resubmitted within the original claim period, as set forth above, shall be waived. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

## **§ 15.2 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. A decision by the Architect shall be required as a condition precedent to **the Owner making any payment or granting any extension of time on any** claims between the Contractor and Owner arising prior to the date final payment is due. 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 a 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..

**§ 15.2.6** 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.

*(Paragraph deleted)*

**§ 15.2.7** 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.

*(Paragraph deleted)*

**§ 15.3 Mediation**

*(Paragraph deleted)*

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to non-binding mediation.

**§ 15.3.2** The parties agree that claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall, before the commencement of litigation or a party availing itself of self-help remedies, be submitted to a third party neutral Mediator agreed to by both parties or, if the parties cannot agree, appointed by the American Arbitration Association, at a non-binding Mediation that shall not exceed one calendar day. The parties may be represented by counsel at the Mediation, but no party may engage the Mediator as its representative after the Mediation. Statements made and documents provided or exchanged as part of the Mediation shall be for settlement purposes only and subject to the applicable rules or regulations that govern such matters. All mediation shall take place within 30 days of any demand for same and cost shall be shared by both parties.

*(Paragraphs deleted)*

**§ 15.4 Arbitration**

**§ 15.4.1** The Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the contract by arbitration; any reference arbitration in the Contract Documents is deemed void. If a discrepancy is found in the Contract Documents, this paragraph shall be considered the final say.

*(Paragraphs deleted)*

**ARTICLE 16 - NO DAMAGES FOR DELAY**

**§16.1** Notwithstanding any other terms or conditions set forth in the contract documents, general or supplementary conditions, the Contractor agrees to make no claim for damages for delay in the performance of the work occasioned by any act or omission of the owner or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete the work, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. The Contractor hereby expressly assumes the risk of all such delays to the Work, unless the Contract Schedule is extended for excusable delays.

**§16.2** Contractor agrees and acknowledges that payment for the work may have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the afore said obligations or bonds are no longer available for payment for the work, contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon the Contractor. Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the work and/or its contract pursuant to this section.



**SECTION 01 1000  
SUMMARY OF CONTRACT**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to all Sections of the specifications.

**1.2 PROJECT**

- A. Project Name: Boiler Room Sump Pump and Related Work
- B. Owner's Name: Port Chester - Rye Union Free School District.
- C. Architects Name: Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, New York 10523.
- D. The Project consists of the Boiler Room Sump Pump and Related Work, Port Chester High School, 1 Tamarack Road, Port Chester, NY 10573.

**1.3 DEFINITIONS**

- A. Refer to General Conditions.

**1.4 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price including asbestos abatement as described in Document 00 5200 - Form of Agreement.
- B. The work of the Contractor is identified in this Project Manual and on the Drawings.
- C. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in the contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- D. Summary by References: Work of the contract can be summarized by reference to the Contract, General Conditions, Instructions to Bidders, Specification Sections, Drawings, or Addenda to Contract Documents issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

**1.5 RELATED REQUIREMENTS**

- A. Section 00 5200 - Form of Agreement: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 7200 - General Conditions : Additional requirements for progress payments, final payment, and Changes in the Work.
- C. Section 01 2000 - Price and Payment Procedures.
- D. Section 01 2100 - Allowances.
- E. Section 01 2300 - Alternates.
- F. Section 01 3553 - Site Safety and Security Procedures.
- G. Section 01 5000 - Temporary Facilities and Controls.
- H. Section 01 3554 - Prevailing Wage Rates.
- I. Section 01 5500 - Vehicular Access and Parking.
- J. Section 01 7000 - Execution.
- K. Section 01 7800 - Closeout Submittals.
- L. Section 01 7900 - Demonstration and Training

**1.6 JURISDICTIONAL DISPUTES**

- A. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.
- B. If the Contractor has engaged the services of workers and/or subcontractor who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost and without recourse to the Owner, Owner's representative, and Architect, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- C. The Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

**1.7 SUBCONTRACTORS/SUPPLIERS**

- A. Refer to Section 00 4336 - List of Subcontractors for subcontractors required to be submitted with the Bid Proposal.

**1.8 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of alterations work is indicated on drawings.
- B. Port Chester School District will remove the following items before start of work:
  - 1. Loose furniture, boxed and miscellaneous loose items within the work space.

**1.9 OWNER OCCUPANCY**

- A. Port Chester School District intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Owner's representative and Architect to minimize conflict and to facilitate Port Chester School District's operations.
- C. Schedule the Work to accommodate Owner's occupancy.

**1.10 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas directed by the Owner's Representative.
- B. Arrange use of site and premises to allow:
  - 1. Port Chester School District occupancy.
  - 2. Work by Others.
  - 3. Work by Port Chester School District.
  - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Port Chester School District:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage unless approved by the Owner's Representative.
- E. Time Restrictions:
  - 1. Limit conduct of especially noisy work to as indicated in paragraph 1.11.A.2.b.

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- F. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed with the following hours:
1. Monday thru Friday: 8 AM to 8 PM.
  2. Weekends/ Holidays: 9 AM to 6 PM.
- G. Construction deliveries shall not occur during the hours of 7:30 AM and 9:00 AM and 2:00 PM and 3:00 PM, when school buses are arriving or leaving the school grounds.
- H. During the entire construction period the Contractor shall have limited use of the premises for construction operations, including use of the site as indicated in schedule of work and work time included in this section.
1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate sub and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
  2. The Contractor shall limit their use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public during the period when the Owner occupies the building.
  3. Contractor shall to maintain clear and unobstructed paths of exit discharge from all existing exits.
  4. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, Owner's Representative, Owner's employees, emergency vehicles, and public at all time. Do not use these areas for parking or storage of materials.
  5. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- I. Only materials and equipment, which are to be used directly in the work, shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the work, it shall be promptly removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.
- J. The Contractor(s) and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner's Representative which may be withheld in the sole discretion of the Owner.
- K. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, each contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
1. Any areas and buildings adjacent to the site of the work or;
  2. The Building in the event of partial occupancy as more..
- L. Without prior approval of the Owner's Representative, shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner's Representative. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner's Representative in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner's Representative in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner's Representative may, in the Owner's Representative's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing

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requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Building.

- M. Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. When work is scheduled after hours clean and remove all temporary barriers and protection so that the building can be occupied the following day when normal building occupancy will occur.
- N. Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- O. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.
- P. Utility Outages and Shutdown:
  - 1. Limit disruptions, shut downs, switch overs, etc. of utility services to hours the building is unoccupied, Saturdays, Sunday and/or holidays.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, electrical, data, and heating system, without 7 days notice to Owner's Representative and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

#### 1.11 AVAILABILITY OF EXISTING BUILDING

- A. The existing building work areas will be available to the Contractor as follows:
  - 1. August 30, 2021 thru Completion
    - a. 7:00 AM thru 10:30- PM Monday thru Friday only when programs and school occupancy are not disrupted and with the approval of the Owner's Representative.
    - b. **Excavation, slab removal and similar noise related activities shall be performed from 4:30 PM and 10:30 PM.** Scheduled work shall be reviewed with Owner's Representative.
    - c. Work within the attic for the catwalk shall not be preformed when the gymnasium below is occupied.
- B. Upon request by the Contractor, the building may be made available, at the discretion of the Owner's Representative and at the Cost to the Contractor, during such times as are allowed by local noise ordinance, in addition to the above listed hours. A request for use during these off-regular hours must be made at least two (2) days before the use. Such off-hours may include Saturdays, and Holidays.
  - 1. If the Contractor requests the use of the facility for off-hours to maintain the scheduled completion date, the Contractor shall pay all additional costs in connection with opening, providing security and project management expenses incurred with no costs to the Owner and Owner's Representative. All expenses shall be deducted from the Contractors contract price. Comply with other portions of this Section.
  - 2. Weekend, Holiday and Night Work:
    - a. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work. Should the Owner make the site available during these hours at the contractor's request, the cost will be borne by the Contractor.
- C. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM SCHEDULED WORK WITHIN THE EXISTING BUILDING ONLY DURING THE TIME PERIODS INDICATED AND SHALL INCLUDE IN THE BID ALL COSTS FOR LABOR, MATERIAL, ETC. INCLUDING PREMIUM TIME TO PERFORM THE WORK, PER PHASE PER TIME PERIOD.

#### 1.12 COMPLETION OF WORK AFTER SCHEDULED COMPLETION DATE

- A. The Contractor shall prepare a progress schedule in detail listing items of work, sections of building and the time required for each.
- B. The Contractor shall provide necessary manpower, equipment, etc., as required to maintain schedule developed within the time limitations as described above.

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- C. School Calender is available on the Owner's web site. Calendar is subject to modifications for civil service holidays, changes in education programs, snow days, etc.

**1.13 WORK SEQUENCE**

- A. Refer to Section 01 1010 - Milestone Schedule.

**1.14 COVID-19**

- A. Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to (a) when the Owner's schools will be in session during 2021, (b) what restrictions, if any, will be applicable to construction activities on the Owner's property due to State, Federal or Local orders, laws, regulations or rules related to the COVIS-19 pandemic (including but not limited to social distancing, cleaning and disinfection requirements) and (c) the duration of any restrictions imposed on construction activities, the Owner may modify the construction schedule set forth in the Contract Documents and the Contractor acknowledges and agrees that there shall be no additional compensation paid by the Owner for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that the sole remedy for any schedule modifications caused directly or indirectly by the COVID-19 pandemic shall be an extension of time, if warranted.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**SECTION 01 1010  
MILESTONE SCHEDULE**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Milestone Construction schedule for project durations and phases, for contract(s).
- B. Related Sections include the following:
  - 1. Section 01 1000 - Summary of Contract for work related to the Contract.
  - 2. Section 01 3000 - Administrative Requirements for administrative requirements governing preparation and submittal of Contractors' Construction Schedule.
  - 3. Section 01 3216 - Construction Progress Schedule governing preparation of Prime Contractors' Construction Schedule.
  - 4. Section 01 7800 - Closeout Submittals.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
- C. Predecessor activity is an activity that must be completed before a given activity can be started.
- D. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration.
- E. Event: The starting or ending point of an activity.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.

**1.4 REGULATORY REQUIREMENTS**

- A. Comply with Section 01 3553 - Site Safety and Security Procedures including ID badge, safety vest, hard hat, etc. and all other required personal protective equipment as required by OSHA.
  - 1. Failure to abide by the aforementioned rules in paragraph (B) not limited to the Owner's requirements, and OSHA's safety rules and regulations, and without prior notice shall result in the removal of said individual from the site

**1.5 MILESTONE SCHEDULE PREPARATION**

- A. A Master Schedule will be developed at a general meeting of all successful prime contractors within 10 days of Letter of Intent or Award of the Contracts. The Contractor will coordinate activities, forward submittals, deliver materials and provide necessary manpower to meet the milestones listed below.

**1.6 REQUIREMENTS**

- A. By submitting his/her bid the contractor acknowledges and certify that the project will be completed by the Substantial Completion date and that his/her total base bid has been submitted in accordance with paragraph (A) in Section 5, below.
- B. The Contractor and their subcontractor's project superintendent, employees, directly or indirectly employed by the contractor to work on the project must at all times, whenever on the school property, wear an ID badge, safety vest, hard hat, etc. and all other required personal protective equipment as required by OSHA.

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**PART 2 PRODUCTS**

**2.1 MILESTONE SCHEDULE**

- A. Building Hours: Refer to Section 01 1000 - Summary of Contract.
- B. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work.
- C. Administrative Schedule
  - 1. Drawings out to Bid Date September 21, 2021
  - 2. Pre-Bid Meeting Date September 28, 2021
  - 3. Contractor's RFIs Due Date October 8, 2021
  - 4. Bids Received Date October 14, 2021
  - 5. Bidders Qualification Meetings Date October 16, 2021
  - 6. Tentative Bid Award Date October 28, 2021
  - 7. Construction Schedule 5 days after Contract Award/Letter of Intent
  - 8. Construction Schedule Final 10 days after Contract Award /Letter of Intent
- D. Special Notes:
  - 1. Maintain building watertight during removal of trench drains.
  - 2. New piping in existing location of existing piping. Match all existing inverts.
  - 3. Contractor shall provide temporary sump pump(s) for use during construction.
  - 4. Access to and from attic shall be the contractor's responsibility and not disrupt the occupied building.

**2.2 MILESTONE SCHEDULE**

- A. Refer to Milestone Schedule attached to this section
- B. All work required by the Owner's Representative and Fuller and D'Angelo, P.C. etc, to execute final close-out of the contract after 30 days beyond Milestone dates, if determined to be caused by Contractor, shall result in additional payment(s) to the Fuller and D'Angelo, P.C., Consultant, and Attorneys etc. in the form of a change order deduct to the base contract.

**PART 3 EXECUTION (NOT APPLICABLE)**

**END OF SECTION**





**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.
- C. Procedures for preparation and submittal of application for payments.

**1.3 RELATED REQUIREMENTS**

- A. Section 00 5200 - Form of Agreement: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 7800 - Closeout Submittals for additional requirements for Final Payment.
- D. Section 01 2100 - Allowances: Payment procedures relating to allowances.
- E. Section 01 7800 - Closeout Submittals: Closeout requirements, final payment and project record documents.

**1.4 SCHEDULE OF VALUES**

- A. Form to be used: AIA G702/703 .
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Fuller and D'Angelo, P.C. for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in PDF Format within 10 days after date Letter of Award.
- E. Format: Utilize the Table of Contents of the Project Manual. Identify each line item with number and title of the specification Section. .
  - 1. Include in each line item, the amount of each of the following:
    - a. Provide a separate line item for the following: (where applicable)
      - a) Payment and Performance Bond, OCP Insurance, Unit Cost Allowance for each allowance, Alternates, Change Orders, and Sub-Contractors
      - b) Labor and materials, when payment is anticipated for material not installed
      - c) Submittals. (1% Minimum of contract amount)
      - d) As-built Drawings (1% Minimum of contract amount)
      - e) Punch List (2% Minimum of contract amount).
      - f) Final Cleaning
      - g) Closeout Documents 2% Minimum of contract amount)
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.5 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.
- B. Form to be used: Approved Schedule of Values Form.
- C. Execute certification by signature of authorized officer.
- D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

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- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- F. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Owner's representative and Architect for approval.
- G. After Architect's approval of the "pencil copy" submit three hard copies of approved Application for Payment to Fuller and D'Angelo, P.C.
- H. Include the following with each application:
  - 1. Transmittal letter as specified for submittals in Section 01 3000.
  - 2. Construction progress schedule, revised and current as specified in Section 01 3216.
  - 3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
    - a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.
  - 4. When an application shows completion of an item, submit final or full waivers.
  - 5. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 6. Certified Payrolls: All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. **Each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter,** a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owners shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.
    - a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project. Certification shall be within the last five (5) years.
- I. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
- J. Project record documents as specified in Section 01 7800 - Closeout Submittals, shall be available for review by Owner's representative and Architect as a prerequisite for approval of payment.
- K. Payment for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items).
- L. When Owner's representative and Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- M. The Owner shall retain Five (5) percent of the amount of each payment.

**1.6 INITIAL APPLICATION FOR PAYMENT:**

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. Executed contract.
  - 2. Approved insurance certificates.
  - 3. Names of full time project manager, on site superintendent, and foreman.
  - 4. List of subcontractors: Refer to Section 00 4336.
  - 5. Approved Schedule of Values.
  - 6. Contractor's Construction Schedule (preliminary if not final).

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7. Contractor's Submittal Schedule.

**1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION**

- A. Comply with Requirements of Section 01 7800 - Closeout Submittals.

**1.8 MODIFICATION PROCEDURES**

- A. Refer to AIA 201 Article 7 of the General Conditions for additional requirements
- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ, subcontractors whose work is affected by any modifications or changes to the Contract Documents
- C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Owner's representative and Architect will issue instructions directly to the contractor.
- D. For other required changes, Owner's representative and Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  2. Promptly execute the change.
  3. Refer to General Conditions for additional information.
- E. Owner's representative and Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. The Contractor shall prepare and submit a fixed price quotation within ten (10) days.
- F. Contractor may propose a change by submitting a request for change to Owner's representative and Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. For change requested by Owner's representative and Architect for work falling under a fixed price contract, the amount will be based on Contractors' price quotation.
  2. For change requested by the Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Owner's representative and Architect.
  3. For pre-determined unit prices, unit costs, allowance and quantities, the amount will be based on the fixed unit costs or allowance.
  4. For change ordered by Owner's representative and Architect without a quotation from, the amount will be determined by Owner's representative based on the Contractor's substantiation of costs as specified for Time and Material work.
- H. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

- a. If the contractor is directed to perform work on a "Time and Material" basis he will notify the Owner's representative prior to starting and will present an itemized T&M sheet daily for Owner's representative signature at the end of the shift. No payments will be made for any T&M work without daily signed worksheets.
  - I. Execution of Change Orders: Fuller and D'Angelo will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
  - J. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
  - K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - L. Promptly enter changes in Project Record Documents.
- 1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE**
- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
    - 1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

**1.10 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE**

- A. In the event the work is not completed by the schedule date, listed in Section 01 1000 - Summary, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the District will not issue any progress payments after that date, until all work is completed.
  - 1. Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less 5% retainage.

**1.11 APPLICATION FOR FINAL PAYMENT**

- A. Comply with Section 01 7800 - Closeout Submittals.
- B. It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the above is satisfied.

**END OF SECTION**

**SECTION 01 2005  
PARTIAL RELEASE OF LIEN**

**CONTRACTOR/SUBCONTRACTOR/VENDOR'S LETTERHEAD**

Name of Facility: Port Chester High School

Address: 1 Tamarack Road

Name of Owner: Port Chester School District

Project: Boiler Room Sump Pump and Related Work

Name of the Contractor/Subcontractor/Vendor: \_\_\_\_\_

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

Trade/Vendor: \_\_\_\_\_

Application # \_\_\_\_\_ Dated \_\_\_\_\_.

We certify that we have completed \_\_\_\_\_ % of our Contract.

Prior to this requisition we have received payment equal to \_\_\_\_\_ % of of our contract amount.

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: \_\_\_\_\_ FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
State of New York, County of \_\_\_\_\_ subscribed and sworn to before me this \_\_\_\_ day of  
\_\_\_\_ 202 \_\_\_\_

Notary public

My commission expires \_\_\_\_\_

**END OF SECTION**



**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Selected materials and equipment are specified in the Contract Documents by allowances. The allowances may include removals and/or installation.
- C. Total allowances shall be included in the base bid proposal. The final contract sum will be adjusted by Change Order. The following allowances include:
  - 1. Cash allowances.
  - 2. Unit Cost Allowance.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

**1.4 PAYMENTS FOR ALLOWANCES**

- A. Cash Allowance: Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, will be included in Change Orders authorizing expenditure of funds from the Cash Allowance and **shall be determined in accordance with Article 7 of the General Conditions**.
  - 1. Overhead and Profit shall be included in base bid.
  - 2. Cost of product to Contractor or subcontractor, less applicable trade discounts, less applicable taxes.
- B. Unit Cost Allowance: The Total amount for each unit cost allowance listed in this Section 01 2100.
  - 1. The Total Unit Cost Allowance is to be included in the Bid Proposal. The allowance tabulation sheet in this section shall be submitted with the bid proposal.
  - 2. Unit Cost Allowance: Includes Contractor's costs for measurement for materials and services, material, unloading, handling, installation, bonds, overhead, profit and other expenses contemplated for the stated unit cost allowance, shall be included in each Unit Cost Allowance.
    - a. Overhead and Profit shall be included in base bid for Unit Cost Allowances.
    - b. Quantities indicated are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount and adjusted by appropriate Change Order.
    - c. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
      - a) Contractor shall assist by providing necessary equipment, workers, and survey personnel as required.
    - d. Payment for Work governed by Unit Cost Allowances will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Owner's Representative multiplied by the unit sum/price.
    - e. The Unit Cost Allowance shall be applicable to quantities not to exceed twenty (20%) percent of the quantities listed. Quantities above those listed shall be determined in accordance with Article 7 of the General Conditions.
    - f. Payment will not be made for any of the following:
      - a) Work performed prior to measurement and establishing quantities approved by Owner or Architect.
      - b) Products wasted or disposed of in a manner that is not acceptable.

- c) Products determined as unacceptable before or after placement.
- d) Products placed beyond the lines and levels of the required Work.
- e) Loading, hauling, and disposing of rejected products.
- g. At closeout of Contract, funds remaining in Unit Cost Allowance will be credited to Owner by Change Order.

C. At closeout of Contract, funds remaining in Cash Allowance will be credited to Owner by Change Order.

### 1.5 ALLOWANCE RESPONSIBILITY

A. Cash Allowances:

- 1. Owner's Representative and Architect Responsibilities:
  - a. Consult with Owner's Representative, Architect, and Contractor, for consideration and selection of products, suppliers, and installers.
  - b. Select products in consultation with Port Chester School District and transmit decision to Contractor.
  - c. Prepare Change Order.
- 2. Contractor Responsibilities: (To be included in the Contract Sum **not** in the allowances.)
  - a. Assist Owner's Representative and Architect in selection of products, suppliers, and installers.
  - b. Obtain proposals from suppliers and installers and offer recommendations.
  - c. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - d. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - e. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- 3. Differences in costs will be adjusted by Change Order.

### 1.6 ALLOWANCES SCHEDULE

A. - **CONTRACTOR**

- 1. ALLOWANCES
  - a. Cash Allowance CA-1 : Include a Cash Allowance for use according to the Owner's instructions.  
Twenty Thousand \_\_\_\_\_ (\$20,000.00) DOLLARS
  - b. Unit Cost Allowance 1
    - a) Description: Furnish and install new 2" JM Micro-Lok HP, Pipe Insulation on existing piping
    - b) Unit of Measurement: LF
    - c) Quantity: 10 LF .  
10 LF @ \_\_\_\_\_ per LF  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS
  - c. Unit Cost Allowance 2
    - a) Description: Furnish and install new 3" JM Micro-Lok HP, Pipe Insulation on existing piping
    - b) Unit of Measurement: LF
    - c) Quantity: 10 LF .  
10 LF @ \_\_\_\_\_ per LF  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS
  - d. Unit Cost Allowance 3
    - a) Description: Furnish and install new 4" M Micro-Lok HP, Pipe Insulation on existing piping
    - b) Unit of Measurement: LF

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c) Quantity: 10 LF .  
10 LF @ \_\_\_\_\_ per LF  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS

e. Unit Cost Allowance 4

a) Description: Remove and replace additional Concrete Slab as per Detail

b) Unit of Measurement: LF

c) Quantity: 5 LF .

5 LF @ \_\_\_\_\_ per LF

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

f. Unit Cost Allowance 5

a) Description: Power wash walls, floor and clean existing piping and all equipment in Boiler Room.

b) Unit of Measure: N/A

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

**TOTAL ALLOWANCES**

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

(Sum of 1.6.A.1.a, 1.6.A.1.b, 1.6.A.1.c, 1.6.A.1.d, 1.6.A.1.e, and 1.6.A.1.f to be inserted on bid form). **Section 01 2100 - Allowances to be submitted with bid.**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 2300  
ALTERNATES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Description of alternates for selection by the Owner, not included in the Base Bid.
- B. Documentation of changes to Contract Sum and Contract Time.

**1.3 RELATED REQUIREMENTS**

- A. Section 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Section 00 4100 Bid Form for listing amount of each alternate.
- C. Section 03 3000 - Cast-in-Place Concrete
- D. Document 00 5200 - Form of Agreement: Incorporating monetary value of accepted Alternates.

**1.4 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Port Chester School District's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.5 SCHEDULE OF ALTERNATES GENERAL CONSTRUCTION**

**1.6 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to paint existing ceiling, walls, and floors. in accordance with Section 09 9123 Interior Painting as shown on the finish schedule.
- B. Alternate No. 2:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to replace existing trench drains in accordance with Section 05 5000 Miscellaneous Fabrications and as shown on the drawings.
- C. Alternate No. 3:
  - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required for attic catwalk:

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Construction progress schedule.
- D. Contractor's daily reports.
- E. Submittals for review and information.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.
- I. Submittal Cover Sheet

**1.3 RELATED REQUIREMENTS**

- A. Section 00 2115 - RFI Form.
- B. Section 00 7200 - General Conditions.
- C. Section 01 1000 - Summary of Contract: Sequence of Work, occupancy, .
- D. Section 01 2000 - Price and Payment Procedures
- E. Section 01 5000 - Temporary Facilities and Controls
- F. Section 01 3553 - Site Safety and Security Procedures
- G. Section 01 7000 - Execution: Additional coordination requirements.
- H. Section 01 7800 - Closeout Submittals.

**1.4 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 01 7000 - Execution for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 10. Closeout submittals.

**1.5 PROJECT COORDINATION**

- A. Owner's Representative: Ray Renda, Director of Facilities.
- B. The Contractor shall:

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1. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
    - a. Preparation of schedules.
    - b. Installation and removal of temporary facilities.
    - c. Processing of submittals and photocopying/delivery to affected subcontractors.
    - d. Progress meetings.
    - e. Project closeout activities.
  2. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
  3. Coordination: The contractor shall coordinate its construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. The contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- C. The Contractor shall cooperate with the Owner's Representative in allocation of mobilization areas of site, access, traffic, parking facilities, field offices, and sheds.
1. During construction, coordinate use of site and facilities through the Owner's Representative .
- D. Comply with Construction Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Owner's Representative for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 5000 - Temporary Facilities and Controls.
- F. Coordinate field engineering and layout work under instructions of the Owner's Representative and Architect.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.1 PRECONSTRUCTION MEETING**

- A. Owner's Representative and Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  1. Port Chester School District.
  2. Fuller and D'Angelo, P.C.
  3. Consultants.
  4. Contractor.
  5. Contractor's Field Superintendent.
- C. Agenda:
  1. Execution of Port Chester School District-Contractor Agreement.
  2. Submission of executed Bonds and Insurance certificates..
  3. Distribution of Contract Documents.
  4. Submission of schedule of values, progress schedule, list of products,, and list of subcontractors/suppliers.
  5. Submission of DOL Award of Contract form (PW-39).
  6. Designation of personnel representing the parties to Contract.
  7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, change orders, and contract closeout procedures.

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8. Review construction scheduling.
  9. Use of premises by Owner's representative and Contractor.
  10. Port Chester School District's requirements and occupancy prior to completion.
  11. Construction facilities and controls provided by Owner's representative .
  12. Temporary utilities provided by Owner's representative .
  13. Survey existing facilities prior to starting construction.
  14. Security and housekeeping procedures.
  15. Procedures for testing.
  16. Procedures for maintaining record documents.
- D. Architect will record minutes and distribute copies within five days after meeting to all participants. Contactor shall distribute to all entities of the Contractor affected by decisions made.

### 3.2 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at minimum of two week intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
  1. Contractor(s).
  2. Port Chester School District.
  3. Fuller and D'Angelo, P.C.
  4. Contractor's superintendent.
  5. Major Subcontractors.
- D. Attendees: In addition to representatives of the, Owner's Representative and Architect the Contractor shall be represented at these meetings.
  1. Attendance is mandatory at each meeting and a penalty sum of \$500.00 per missed meeting will be assessed to the Contractor not attending without prior written authorization from the Owner's Representative Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner's Representative and Architect. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work
  2. Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner's Representative and Contractor.
  3. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- E. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of delivery schedules.
  7. Review construction safety programs.
  8. Review exiting and separation of construction
  9. Maintenance of progress schedule.
  10. Corrective measures to regain projected schedules.
  11. Planned progress during succeeding work period.
  12. Coordination of projected progress.
  13. Maintenance of quality and work standards.
  14. Effect of proposed changes on progress schedule and coordination.
  15. Other business relating to work.

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- F. Architect will record minutes and distribute copies within five days after meeting to all participants. Contactor shall distribute to all entities of the Contractor affected by decisions made.

### **3.3 WEEKLY COORDINATION MEETINGS**

- A. The Contractor shall schedule and hold weekly general project coordination meetings with the Owner's Representative, to review the work schedule for the week in order to insure the planned work does not conflict with facility operations.

### **3.4 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Letter of Award, Contractor shall submit preliminary schedule.
- B. Responsibility:
- C. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- D. Submit updated schedule with each Application for Payment.
- E. General Content
  - 1. Responsibility:
    - a. The Contractor shall prepare a schedule for their work to be incorporated into the schedule.
  - 2. Show complete sequence of construction by activity, by room with dates for beginning and completion of each element of construction.
  - 3. Identify each item by specification section number.
  - 4. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
  - 5. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Owner's Representative and Architect. Indicate decision dates for selection of finishes.
  - 6. Provide legend for symbols and abbreviations used.
- F. Bar Chart Schedule
  - 1. Include a separate bar for each major portion of Work or operation.
  - 2. Identify the first work day of each week.

### **3.5 DAILY CONSTRUCTION REPORTS**

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Transmit reports electronically Owner's Representative and Architect at weekly intervals.

### **3.6 COORDINATION AND COORDINATION DRAWINGS**

- A. Coordination: The contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. The contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

### **3.7 REQUESTS FOR INTERPRETATION (RFI)**

- A. Refer to Section 00 2115 - RFI Form.
- B. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- C. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

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- D. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
- E. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Port Chester School District reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Fuller and D'Angelo, P.C. , and any of its consultants, due to processing of such RFIs.
- F. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- G. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner's Representative, Architect, and Consultants.
  - 1. Notify Owner's Representative and Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### 3.8 SUBMITTALS FOR REVIEW

- A. All submittals are the product and the property of the Contractor. The Owner, Owner's Representative , or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents
- B. Submittal Cover Sheet and Stamp Sheet, attached to this section, shall be used for **each** submittal.
- C. All Shop Drawing Submittals shall be submitted no later than twenty (20) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty (20) until all submittals are made.
- D. When the following are specified in individual sections, including but not limited to the following, submit them for review:

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1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Templates.
  5. Design mix formulas.
  6. Standard wiring diagrams.
- E. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- F. Samples will be reviewed only for aesthetic, color, or finish selection and for record documents purposes described in Section 01 7800 - Closeout Submittals.
- G. After review, provide copies and distribute in accordance with Submittal Procedures article below .
- H. The Architect shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgment to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. **The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect, in writing, by the Contractor.** The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- I. Marking or comments on shop drawings shall not be construed as relieving the Contractor from compliance with the contract project plans and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy for conforming and correlating all quantities, verifying all dimensions, for selecting fabrication processes, for techniques of assembly and for performing their work satisfactorily and in a safe manner.
- J. **Architect will review the original submittal and one (1) re submittal. Additional reviews will be additional services provided to the Owner and charged accordingly. The Owner will back charge the Contractor accordingly.**
- K. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- L. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

### 3.9 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
  2. Certificates.
  3. Inspection reports.
  4. Manufacturer's instructions.
  5. Manufacturer's field reports.
  6. Other types indicated.
- B. Submit for Owner's Representative and Architect's knowledge as contract administrator. No action will be taken.

### 3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Refer to Section 01 7800 - Closeout Submittals..

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### 3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy **in PDF format**; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. All submittals shall be in electronic format and conforming to the following:
1. Each item shall be in a separate PDF format.
  2. Each document name shall start with the specification section number and contain an abbreviated explanation of what it contains; for example:
    - a. 08 5113 Aluminum Window Shop Drawings; 08 8000 Glazing.
  3. Add Revision number (Rev2 Rev3, etc) to the file name when resubmitting items.
  4. Provide a Cover Sheet with each item or part of in the same document file as the technical submittal.
  5. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
    - a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.
  6. Do not send MSDSDS with the technical submittals; collate all of the MSDSDS needed for the entire project in three ring binders, organized by specification section, and submit the binders to the Owner's Representative, with copy of Transmittal to the Architect, and maintain one copy at the project site.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner's Representative.
1. Approved sample will be retained at the project site.
  2. Retained samples will not be returned to Contractor unless specifically so stated.
  3. Submit with each sample, in electronic PDF format, data, cuts, photos, color, charts, etc.

### 3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  2. Transmit using approved form attached to this section.
  3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
    - b. All submitted shop drawings shall be stamped and signed by the Contractor with the following note:
      - a) **We the undersigned certify that we have reviewed and coordinated this shop drawings with job conditions and Contract requirements and they are in conformance to the plans, specifications and other provisions of the Contract Documents.**
  6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Send submittals in electronic format via email to Architect.
  7. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 10 working days excluding delivery time to and from the Contractor.

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- b. For sequential reviews involving Architect or another affected party, allow an additional 7 days.
  - 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  - 9. When revised for resubmission, identify all changes made since previous submission.
  - 10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  - 11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  - 12. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
- 1. Submit only information required by individual specification sections.
  - 2. Collect required information into a single submittal.
  - 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
- 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  - 2. Do not reproduce Contract Documents to create shop drawings.
  - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
- 1. Transmit related items together as single package.
  - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### 3.13 SUBMITTAL REVIEW

- A. Submittals for Review: Owner's Representative and Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Substitution:
  - 1. The Contractor shall carry out the Work in accordance with the Contract Plans and Specifications without change in Contract Sum or Contract Time.
- D. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- E. Architect's actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "No Exceptions Taken", or language with same legal meaning.
    - b. "Make Corrections Noted", or language with same legal meaning.
  - 2. Sample:
    - a. Samples will be reviewed only for aesthetic, color, or finish.
  - 3. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - a) Resubmit revised item, with review notations acknowledged and incorporated.
      - b. "Rejected".
        - a) Submit item complying with requirements of Contract Documents.
- F. Architect's and his consultants' actions on items submitted for information:
  - 1. Items for which action was taken:

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- a. "Examined and Reviewed" - no further action is required from Contractor.

**SUBMITTAL COVERSHEET**

**Port Chester - Rye Union Free School District**

**Boiler Room Sump Pump and Related Work**

**Port Chester High School**

**ARCHITECT:**

**Fuller and D'Angelo, P.C.**

**45 Knollwood Rd.**

**Elmsford, NY10523**

**OWNER:**

**Port Chester School District**

**113 Bowman Avenue, .**

**Port Chester, NY 10573**

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT:** \_\_\_\_\_

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

**DATE** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**Facility Name: Port Chester High School**

**Type of Submittal: Re-submittal:** [ ] No [ ] Yes [ ] Certificate [ ] Warranty [ ] Color Sample

[ ] Shop Drawings [ ] Product Data [ ] Schedule [ ] Sample [ ] Test Report [ ] Certificate

**SUBMITTAL DESCRIPTION:** \_\_\_\_\_

**PRODUCT NAME:** \_\_\_\_\_

**MANUFACTURER:** \_\_\_\_\_

**SUBCONTRACTOR/** \_\_\_\_\_

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

**SPEC.#** \_\_\_\_\_ **DWG.#s** \_\_\_\_\_ **PAR.#:** \_\_\_\_\_ **RM. OR DETAIL #s:** \_\_\_\_\_

**STAMP SHEET**

- A. We the undersigned certify that we have reviewed and coordinated this shop drawings with job conditions and Contract requirements and they are in conformance to the plans, specifications and other provisions of the Contract Documents.

Contractor Remarks And Stamp:

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Architect's Comments and Stamp:

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**Consultant's Comments and Stamp**

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**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**END OF SECTION**

**SECTION 01 3306  
NON-DISCRIMINATION CLAUSES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. During the performance of this contract, the contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training.
  - 2. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under these clauses hereinafter called "non-discrimination clauses" and requesting such labor union or representative to agree in writing, standing or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color or natural origin. Such action shall be taken with reference, but not limited, to: recruitment, employment job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performance of this contract. If such labor union or representative fails or refuses so to agree in writing the Contractor shall promptly notify the State Commission of Human Rights of such failure or refusal.
  - 3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
  - 4. The Contractor will state, in all solicitation or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
  - 5. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
  - 6. This contract may be forthwith canceled, terminated or suspended, in whole or in part by the Owner upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner or agency of the Owner, until he or it satisfies the State Commission for Human Rights that he or it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of

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the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions or remedies otherwise provided by law.

7. If this Contract is canceled or terminated under the above clause, in addition to other rights of the Owner, provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Owner may withhold payments from the contractors in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
8. The Contractor will include the provisions of these clauses in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Sub-Contract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the Owner.

**END OF SECTION**

**SECTION 01 3307  
SED SPECIAL REQUIEMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies special requirements of State Education Department, including Commissioner's Regulation Part 155.5, 155.7
  - 1. Copies of Commissioner's Regulation Part 155.5, 155.7 are available on the State Education Department's web site. [www.p12nysed.gov](http://www.p12nysed.gov).
  - 2. Copy of Commissioner's Regulation Part 155.5 is included as Appendix to the specification.

**1.3 CERTIFICATE OF OCCUPANCY**

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.

**1.4 GENERAL SAFETY AND SECURITY DURING CONSTRUCTION**

- A. All construction materials shall be stored in a safe and secure manner.
  - 1. Fences around construction supplies or debris shall be maintained.
  - 2. Gates shall always be locked unless a worker is in attendance, to prevent unauthorized entry.
  - 3. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
  - 4. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

**1.5 SEPARATION OF CONSTRUCTION**

- A. Separation of construction areas from occupied spaces. Construction areas that are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Metal stud and gypsum board (Type X) must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
  - 1. A specific stairwell and/or elevator may be assigned for construction worker use during work hours, when approved by the Owner. Workers may not use corridors, stairs or elevators designated for students or school staff.
    - a. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
    - b. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each work day. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

**1.6 FIRE PREVENTION**

- A. There is no smoking on school property for fire prevention and New York State Law.
- B. Any holes in floors or walls shall be sealed with a fire resistant material.
- C. Owner shall maintain existing fire extinguishers.
- D. Fire alarm and smoke detection systems shall remain in operation at all times.

### **1.7 CONSTRUCTION DIRECTIVES**

- A. Construction Noise. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
  - 1. Construction Fume Control: The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
  - 2. Off-Gassing Control. The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturer's recommendations before a space can be occupied.

### **1.8 ASBESTOS**

- A. Asbestos/Lead Test Asbestos Letter. Indication that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos.
- B. Asbestos Code Rule 56. Large and small asbestos abatement projects as defined by 8 NYCRR 155.5(k) shall not be performed while the building is occupied. Note: It is SED's interpretation that the term "building" as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non combustible construction. The isolated portions (the occupied portion and the portion under construction) of the building must contain separate code compliant exits. The ventilation systems must be physically separated and sealed at the isolation barrier(s).
  - 1. Asbestos TEM. The asbestos abatement area shall be completely sealed off from the rest of the building and completely cleaned and tested by TEM prior to re-entry by the public.
  - 2. Lead Abatement Projects. A project that contains materials identified to be disturbed which tests positive for lead shall include that information in the Construction Documents. The Construction Documents must address the availability of lead testing data for the building and include a statement that the OSHA regulations be followed and that cleanup and testing be done by HUD protocol.

### **1.9 VENTILATION**

- A. The work, as scheduled in the existing building, is to be performed when the facility is unoccupied. In the event that work is required to be performed during times when the building is occupied, all existing ventilation system between areas of work and areas of occupancy shall be disconnected, separated and code complying ventilation requirements be provided the occupied area. Prior to such work commencing the contractor shall submit a plan, for review indicating procedure to be taken. Also see paragraph 1.5 above for additional requirements."

### **1.10 ELECTRICAL CERTIFICATION:**

- A. The Electrical subcontractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.

### **1.11 EXITING**

- A. Exiting: Work will be performed when school is not in session or after school hours. All exiting will be clear and usable at all times.
- B. All exits shall be clear and usable at all times.
- C. All modifications or changes to the exiting plan shall be approved by the Architect.

### **1.12 CONSTRUCTION WORKERS IN OCCUPIED AREAS**

- A. No worker shall be permitted in areas occupied by students. If access is required by the contractor's personnel they will be supervised by District personnel. Contractor shall provided 24 hour notice to the Owner when such access will be required.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 3553**  
**SITE SAFETY AND SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. The safety requirements, which must be followed by the Contractor during the execution of this contract.
- B. The Contractor agrees that the work will be completed with the greatest degree of safety and:
  - 1. To conform to the requirements of the Occupational Safety and Health Act (OSHA) and the Construction Safety Act including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner, Owner's Representative, and Architect, and all their employees, consultants and representatives harmless from and against and shall indemnify each and everyone of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.
- C. Security measures including entry control, personnel identification, and miscellaneous restrictions.

**1.3 REFERENCES:**

- A. Code of Federal Regulations OSHA Safety and Health.
- B. Education Department Regulations of the Commissioner Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects. (See Appendix).

**1.4 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary of Contract: Use of premises and occupancy .
- B. Section: 01 5000 - Temporary Facilities and Controls.

**1.5 DEFINITIONS**

- A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.
- B. Site shall mean the limits of the work area.
- C. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

**1.6 SECURITY PROGRAM**

- A. Security and Protection Facilities and Services shall be the responsibility of the the Contractor and all costs shall be included in their bid.
- B. Protect Work including existing premises and Port Chester School District's operations from theft, vandalism, and unauthorized entry.
- C. Coordinate with Port Chester School District's security program.
- D. Initiate program in coordination with Port Chester School District's existing security system at project mobilization.
- E. Maintain program throughout construction period until directed by Owner's representative .

**1.7 ENTRY CONTROL**

- A. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the Owner's Representative is notified and arrangements made to deactivate the system
- B. The Contractor shall restrict entrance of persons and vehicles into Project site and existing facilities.
- C. Allow entrance only to authorized persons with proper identification.

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- D. Port Chester School District will control entrance of persons and vehicles related to Port Chester School District's operations.
- E. Coordinate access of Port Chester School District's personnel to site in coordination with Owner's Representative and Port Chester - Rye Union Free School District and security forces.
- F. Traffic Control
  - 1. The Contractor shall maintain access for emergency vehicles, fireman and pedestrians and protect from damage all persons and property within the limits of and for the duration of the contract; all in accordance with the plans and specifications.
  - 2. Conduct construction operations so that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay.
  - 3. The Contractor shall perform the following minimum requirements as directed by Owner's representative
    - a. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
    - b. Keep the surface of all pavements used by the public free and clean of all dirt and debris or other obstructions to provide safe traveled ways.
    - c. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
    - d. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by Owner's Representative to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "Federal Manual on Uniform Control Devices". Use of Open Flares Is Prohibited.
    - e. Contractor shall cover with steel plates all open trenches at the close of each work day. Such plates to abut each other and be wedged at each end of trench to prevent plates from sliding open.
  - 4. Ingress and Egress
    - a. Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work, unless otherwise authorized by the Owner's Representative
  - 5. If, upon notification by Owner's Representative and the Contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, Owner's Representative will immediately proceed with adequate forces to properly maintain the project and the entire cost of such maintenance shall be deducted (back charged) from any moneys due the contractor
  - 6. All traffic control costs shall include the base bid of furnishing all labor, material and equipment including the cost of any and all incidental required by job conditions as ordered by Owner's Representative

**1.8 FIRE PREVENTION AND CONTROL**

- A. The Contractor shall provide Fire Extinguishers as follows: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. In other locations provide either type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.
  - 1. All required exits, fire alarm, security, automatic temperature control, PA, sprinkler and similar systems shall be maintained and operable throughout the entire construction contract.
    - a. Contractor(s) will be back-charged for all fines imposed for false alarms or service calls.
- B. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations. Portable fire extinguishers shall be provided by the Construction Contractor and made conveniently available throughout the construction site. Contractor(s) shall notify their employees of the location of the nearest fire alarm box at all locations where work is in progress.

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- C. The Contractor shall take all possible precautions for the prevention of fires. Where flame cutting torches, blow torches, or welding tools are required to be used within the building, their use shall be as approved by the Construction Manager at the site. When welding tools or torches of any type are in use, have available in the immediate vicinity of the work a fire extinguisher of the dry chemical 20 lbs. Type. The fire extinguisher(s) shall be provided and maintained by the Contractor doing such work.
- D. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters laboratory approved containers.
- E. Storage of gas shall be in locations as approved by the Owner and subject to Fire Department regulations and requirements.
- F. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and/or Architect and in accordance with local codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.
- G. The Contractor shall comply with the following requirements relating to compressed gas:
  - 1. Where compressed gas of any type is used for any purpose at the site, it shall be contained in cylinders complying with ICC regulations. Gases of different types shall not be stored together except when in use and when such proximity is required.
  - 2. All gas cylinders shall be stored in sheds constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction or reconstruction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over the valve.
  - 3. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required by the Contractor to read Part 3 of Pamphlet P-1 "Safe Handling of Compressed Gases" published by the Compressed Gas Association, 500 Fifth Avenue, New York, NY 10036.
  - 4. Where local ordinances are in effect regarding gas cylinders, (their use, appurtenances and handling), such ordinances shall supplement the requirements of this paragraph. All personnel engaged in fire watch shall be certified by the Local Fire Department having jurisdiction.
  - 5. LP-Gas Heating will not be permitted in enclosed areas below grade.
  - 6. Any cylinder not having the proper ICC markings or re-inspection marking, or any cylinder with a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.

**1.9 PERSONNEL IDENTIFICATION**

- A. Provide identification badge or other approved identification to each contractor, their subcontractor's project superintendent, employees, directly or indirectly employed by the contractor or persons authorized to enter premises.
- B. Maintain a list of accredited persons, submit copy to Owner's Representative on request.
- C. Fingerprinting: The Contractor acknowledges and agrees that he/she or its employees may be subject to fingerprinting and a criminal history record check as may be required by the Educational Law of the State of State of New York. In such an event, Contractor agrees to cooperate with Owner's Representative and to complete any and all forms or procedures, all at no cost or expense to the Port Chester - Rye Union Free School District.

**1.10 RESTRICTIONS**

- A. Do not allow cameras on site or photographs taken except by written approval of Owner's Representative.

**PART 2 PRODUCTS -**

**2.1 MATERIALS**

- A. Refer to Section 01 5000 - Temporary Facilities and Controls for additional barrier requirements.
- B. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

**PART 3 EXECUTION**

**3.1 GENERAL**

- A. In the performance of its contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.
  - 1. The Contractor shall, at their own expense, provide temporary structures, place watchmen, design and erect barricades, fences and railings, give warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper or as may be directed.
- B. The Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.
- C. It shall be the responsibility of the Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.
- D. The Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

**END OF SECTION**

**SECTION 01 3554  
PREVAILING WAGE RATES**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 PROVISIONS OF LAW DEEMED INSERTED**

- A. Each and every provision of law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law and the following:
  - 1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
  - 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide and keep certified payroll records at the job site.
- E. Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:
  - 1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>.
  - 2. Click on: "Request for Wage and Supplement Information" (PW39).
  - 3. View "Previously Requested Prevailing Wage Schedule" using PRC# 2021007456
- F. NOTE THESE WAGE RATES ARE EFFECTIVE UNTIL JUNE 30, of each year. Updated schedules will be available on the Department of Labor web site: [www.labor.state.ny.us](http://www.labor.state.ny.us)

**END OF SECTION**



**SECTION 01 4000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

**1.3 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.4 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2018.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2017.

**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit one (1) copies of report to Owner's Representative and Architect :
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.

- i. Results of test/inspection.
  - j. Compliance with Contract Documents.
  - k. When requested by Owner's Representative and Architect , provide interpretation of results.
- 2. Test report submittals are for Architect and Construction Manager's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Owner's Representative, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Owner's Representative.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, for the Owner's Representative and Architect 's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Owner's Representative, Architect, and Contractor's benefit as contract administrator.
  - 1. Submit report in PDF format within 30 days of observation to Owner's Representative, Architect, and Contractor for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

## 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

## 1.7 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Fuller and D'Angelo, P.C. before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Fuller and D'Angelo, P.C. shall be altered from Contract Documents by mention or inference otherwise in any reference document.
- G. Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having

jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries or the internet.

### **1.8 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Port Chester School District will employ and pay for services of an independent testing agency to perform specified testing which is the responsibility of the Owner.
- B. As indicated in individual specification sections, Contractor shall employ and pay for services of an independent testing agency to perform specified testing which is the responsibility of the Contractor.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
  - 1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  - 2. Laboratory: Authorized to operate in New York.
  - 3. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  - 4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.1 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative and Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

### **3.2 MOCK-UPS**

- A. Before installing portions of the Work where mock-ups are required, for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Notify Owner's Representative and Architect seven (7) working days in advance of dates and times when mock-ups will be constructed.
- C. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- D. Obtain Owner's Representative and Architect's approval of mock-ups before starting work, fabrication, or construction.
  - 1. Owner's Representative will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
  - 2. Make corrections as necessary until Architect's approval is issued.

### **3.3 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative and Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.4 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Owner's Representative and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Owner's Representative, Architect, and Contractor of observed irregularities or non-conformance of Work or products.
  - 6. Perform additional tests and inspections required by Architect and Construction Manager.
  - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of the Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Owner's Representative and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Port Chester School District's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Owner's Representative and Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be shall be performed by the same agency on instructions by Owner's Representative paid for by Contractor.

### **3.5 OWNER'S TESTING AND INSPECTIONS**

- A. Owner will engage a qualified testing agency or special inspector to conduct tests and inspections are the responsibility of Owner and paid for by Owner as follows:
  - 1. Asbestos inspection and air monitoring
  - 2. Soil bearing capacity and bottom of footings.
  - 3. Compaction and backfilling.
  - 4. Concrete samples and compression tests.

5. Placement of joint reinforcement.
  6. Placement of anchors.
  7. Welder's certificates.
  8. Pour stops and framed openings.
  9. Firestopping.
- B. Contractor shall perform the work in an efficient manner consistent with industry standards. Excessive testing resulting from the contractor's inability to perform efficiently will result in back charges to the contractor.
- C. All re-inspections required for work not properly installed shall be paid for by the Contractor.
- D. The Owner will not be liable for any costs or delay claims due to the testing agency or special inspector failure to provide inspection without proper and sufficient notification.
- E. All requests by the Contractor for inspection that are cancelled and result in charges to the Owner will be back charged to the contractor.

### **3.6 CONTRACTOR'S TESTING AND INSPECTION**

- A. Testing and Inspections shall be conducted by a qualified testing agency or special inspector, approved by the Architect as required by authorities having jurisdiction and as indicated in individual Specification Sections as the contractor's responsibility including but not limited to:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Owner's Representative promptly of irregularities and deficiencies observed in the work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner's Representative and Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and re-inspecting corrected work.
  7. All design mixes.
  8. Testing and balancing of all mechanical and plumbing.
  9. Electrical systems.
  10. Electrical Certification: The Contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.
  11. Testing as required by individual specification sections.

### **3.7 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, adjusting as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions in writing to Owner's Representative and Architect.

### **3.8 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner's Representative, it is not practical to remove and replace the Work, Owner's Representative will direct an appropriate remedy or adjust payment.

**END OF SECTION**



**SECTION 01 4100  
REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 GENERAL**

- A. Any items of work specified herein and shown on the drawings which conflict with aforementioned rules, regulations and requirements, shall be referred to the Owner's representative and Architect for decision, which decision shall be final and binding.
- B. The work shall not be deemed to have reached a Substantial Completion until the certificates have been delivered.

**1.3 SUMMARY OF REFERENCE STANDARDS**

- A. Regulatory requirements applicable to this project are the following:
  - 1. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
  - 2. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
  - 3. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
  - 4. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
  - 5. NFPA 1 - Fire Code; 2018.
  - 6. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
  - 7. NFPA 72 - National Fire Alarm Code
  - 8. New York State Uniform Fire and Building Codes known as the "Building Codes of the State of New York" and consist of the following:
    - a. State Education Department Planning Standards, including Commissioner's Regulation Part 155.5, 155.7
    - b. Energy Conservation Construction Code of New York State
    - c. Fire Code of New York State
    - d. Fuel Gas Code of New York State
    - e. Mechanical Code of New York State
    - f. Plumbing Code of New York State
    - g. Utility Company Regulations and Requirements.
    - h. Classification of Construction: Type IIB.
    - i. Occupancy Classification: Education E
    - j. State Education Department Planning Standards is applicable to the work. Any conflicts between the Building Codes of New York and the State Education Department Planning Standards, the most restrictive shall apply. Copies of the Planning standards are available at the SED web site. <http://www.p12.nysed.gov/facplan/>
  - 9. IEEE - Institute of Electrical And Electronic Engineers
  - 10. NEMA - National Electrical Manufacturers Association
  - 11. UL - Underwriters Laboratories
  - 12. OSHA Part 1926 Safety and Health Regulations for Construction.
  - 13. Federal Regulation for Asbestos Abatement
    - a. Title 30 CFR Part 61, Subpart G; The Transport and Disposal of Asbestos Waste
    - b. The Transport and Disposal of Asbestos Waste]
    - c. Title 40 CFR, Part 763 Asbestos Containing Materials in Schools; Final Rule and Notice

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- d. Title 49 CFR Parts 106, 107, and 171-179. The Transportation Safety Act of 1974 and the Hazardous Material Transportation Act..
- e. Public Law 101-637 ASHARA

**1.4 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING**

- A. All contractors and their subcontractor's project superintendent, employees, directly or indirectly employed by the contractor to work on the project must at all times, whenever on the property, wear an ID badge, safety vest, hard hat, etc. and all other required personal protective equipment as required by OSHA

**1.5 RELATED REQUIREMENTS**

- A. Section 01 4219 - Reference Standards
- B. Section 02 2080 - Asbestos Abatement.
- C. Section 03 3000 - Cast-in-Place Concrete.
- D. Section 31 2316 - Excavation.
- E. Division 22 - Plumbing.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4216  
DEFINITIONS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

**1.3 DEFINITIONS**

- A. Owner: The term "Owner shall mean Port Chester - Rye Union Free School District and their duly authorized representative.
  - 1. The word "Owner" and the words "School Board", "City School District", "Board of Education", "Union Free School District", "Central School District", etc., shall have the same meaning.
- B. Architect: The term "Architect" or "Engineer" or the words "Architect/Engineer" shall mean the Professional Architect responsible for the contract documents Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, New York 10523.
- C. Owner's Representative: The term Owner's Representative shall mean Ray Renda, Director of Facilities
- D. MEP Consultant shall mean Barile Gallagher Associates, 35 Marble Avenue, Pleasantville, New York 10570
- E. Contractor: Shall include all the Contractor having contract with the Owner for the project and may include Construction, Plumbing, HVAC, Electrical
- F. "Approved": The term "approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract and Section 01 3000 - Administrative Requirements.
- G. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Owner's Representative and Architect, requested by Owner's Representative and Architect, and similar phrases.
- H. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- I. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- J. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- K. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- L. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- M. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on

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the Drawings and may or may not be identical with the description of the land on which Project is to be built.

- N. The term "Building Code" shall mean the Building Code of the State of New York including all amendments and reference standards to date.
- O. "Work" - Labor, materials, equipment, apparatus, controls, accessories, and all other items customarily furnished and/or required for proper and complete disconnection and reconnection, installation of new work.
- P. "Wiring" - Conduit, fittings, wire, junction and outlet boxes, switches, cutouts, and receptacles and all items necessary or required in connection with or relating to such wiring.
- Q. "Concealed" - Embedded in masonry or other construction, installed behind wall furring, within double partitions, or hung ceilings, in trenches, or in crawl spaces.
- R. "Exposed" - Not installed underground or "Concealed" as defined above.
- S. Furnish: The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations..
- T. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- U. 'Noted' - as indicated on the drawings and/or specifications.
- V. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- W. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- X. Provide: To furnish and install complete and ready for the intended use.
- Y. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4219  
REFERENCE STANDARDS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

**1.3 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract and Section 01422 Definitions

**1.4 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents, including reference standards in codes having jurisdiction, include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- D. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

**PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS**

**2.1 ABBREVIATIONS AND NAMES**

- A. Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries or the internet.

**END OF SECTION**



**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Temporary water.
- B. Storm and sanitary sewer.
- C. Temporary electric power.
- D. Temporary telephone service.
- E. Temporary sanitary facilities.
- F. Temporary Controls: Barriers and fencing.
- G. Dust control.
- H. Material Storage areas.
- I. Waste removal facilities and services.
- J. Construction aids and miscellaneous services and facilities.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 3553 - Site Safety and Security Procedures
- B. Section 01 3000 - Administrative Requirements for submittals.
- C. Section 01 4100 - Regulatory Requirements.
- D. Section 01 7000 - Execution progress cleaning.

**1.4 REFERENCE STANDARDS**

- A. Refer to Section 01 4219 - Reference Standards.

**1.5 REPORTS AND PERMITS:**

- A. Refer to 01 3000 - Administrative Requirements and 01 4100 - Regulatory Requirements.

**1.6 QUALITY ASSURANCE**

- A. Refer to Section 01 4000 - Quality Requirements.

**1.7 STANDARDS**

- A. Refer to Section 01 4219 - Reference Standards.

**1.8 PROJECT CONDITIONS**

- A. General: The Contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Temporary Use of Permanent Facilities: Regardless of previously assigned responsibilities for temporary services and facilities, the Installer of each permanent service or facility shall assume responsibility for its operation, maintenance and protection during use as a construction service or facility prior to the Owner's Representative's acceptance and operation of the facility.
- C. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or occupancy of existing facility. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

- D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.
- E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

**1.9 TEMPORARY UTILITIES**

- A. Port Chester School District will provide the following:
  - 1. Electrical power consisting of connections to existing facilities.
  - 2. Water supply, consisting of connections to existing facilities.
- B. Provide for all electrical power, water, and ventilation required for construction purposes.
- C. Existing facilities may be used as indicated and approved by the Owner's Representative.
- D. Use trigger-operated nozzles, with back flow devices, for water hoses, to avoid waste of water.

**1.10 DIVISION OF RESPONSIBILITIES**

- A. The Contractor is responsible for the following:
  - 1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
  - 2. Plug-in electric power cords and extension cords.
  - 3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  - 4. Special power requirements for installation of its own work such as welding, excavation equipment, and compressors.
  - 5. Its own storage and fabrication sheds.
  - 6. Temporary telephone service.
  - 7. All hoisting and scaffolding for its own work.
  - 8. Collection and disposal, off site, of its own hazardous, dangerous, unsanitary, or other harmful waste material.
  - 9. Collection of general waste and debris and disposing into containers provided by the Contractor.
  - 10. Secure lockup of its own tools, materials and equipment.
  - 11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
  - 12. Temporary toilets, including disposable supplies.
  - 13. Containerized bottled-water drinking-water units.
  - 14. First Aid Station and Supplies.
  - 15. Containers for non-hazardous waste and debris.
  - 16. Disposal of wastes containers.
  - 17. Security enclosure and lockup.
  - 18. Temporary Protection for existing flooring, within and from altered areas to exits.
  - 19. Construction aids and miscellaneous services and facilities.
  - 20. Temporary dust control.
- B. Temporary Electric Power Service: Electrical Subcontractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period .
  - 1. Connect temporary service to Owner's existing main in the manner directed by .Owner's Representative
  - 2. The Contractor shall maintain all parts of the electrical system temporary and permanent active and in-service at all times throughout the contract duration. All temporary lighting and power to be controlled by standard switches per code (outside of power panels) at no additional charge.

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3. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards.
  4. Provide temporary service with an automatic ground-fault interrupter feature, activated from the circuits of the system.
  5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.
  6. The Contractor shall provide temporary generator power where Owner's electricity is not available or adequate. Contractor shall include required fuel for operation.
  7. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 100 foot extension cord can reach each work area. Provide separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit). GFCI protected.
- C. Temporary Lighting: The Contractor shall provide and pay all costs to provide temporary lighting, in any spaces where existing lighting is removed and can not be retained to provide light suitable for work-in-progress. .

**1.11 ELECTRIC WELDERS**

- A. Separate Power Sources Required: Power for electric welders and for other loads larger than the maximum allowable sizes shall be taken from portable power sources provided, paid for and operated by the Contractor or Sub-Contractor requiring the use of such equipment. Remove such power sources when no longer needed.

**1.12 USE CHARGES**

- A. General: Cost for temporary facilities are not chargeable to the Owner or the Architect, Engineer or the Owner's Representative. The Owner, Owner's Representative, and Architect will not accept a contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
  1. Water Service Use Charges: Water from the Owner's existing water system may be used without metering, and without payment for use charges.
  2. Electric Power and Lighting Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charges. Contractor and Sub-Contractors shall exercise measures to conserve energy usage.

**1.13 TELECOMMUNICATIONS SERVICES**

- A. Contractor shall provide and pay for its own telephone service. Provide mobile phone service for all field superintendents and foreman.

**1.14 TEMPORARY SANITARY FACILITIES**

- A. Responsibilities: The Contractor is responsible for temporary sanitary facilities and their maintenance, including supplies .
- B. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- C. Use of existing building facilities is not permitted.
- D. Maintain daily in clean and sanitary condition.
- E. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.

**1.15 BARRIERS**

- A. Responsibility: Contractor shall be responsible for construction barriers required for the project.
- B. Barricades, Warning Signs and Lights: Comply with recognized standards and code requirements for erection of substantial, structurally adequate barricades where needed to prevent accidents and losses.

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Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed for recognition of the facility, including flashing red lights where appropriate

1. Sign Materials: For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated. Provide exterior grade acrylic-latex-base enamel for painting sign panels and applying graphics.
- C. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and removals.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.16 FENCING**

- A. Contractor shall be responsible for its own fencing.
- B. Construction: Commercial grade chain link fence.
- C. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- D. Locate where indicated, or if not indicated, enclosed portions of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.
  1. Material:
    - a. Steel fencing: Galvanized Chain Link and galvanized gates (non-climbable size).
    - b. Fabric: No. 9 GA galvanized, steel wire mesh, furnish one-piece fabric widths for fencing up to 12' in height indicated in the Contract Documents.
    - c. Framing and Accessories: End, Corner and Pull posts: 2.375" OD steel pipe.
    - d. Line Posts: Space 10'-0" O.C. maximum. 1.90" steel pipe or 1.875" x 1.625 C-sections.
    - e. Fence Rails: Locate at top and bottom of fabric. Post brace assembly - manufacturer's standard.
    - f. Wire ties: For tying fabric to line posts use wire ties spaced 12" O.C.
    - g. Height: 6'
  2. Excavate hole depths approximately 3" lower than post bottom; with bottom of posts set not less than 36" below finish grade surface. The line post holes will be 16" in diameter and 3'-9" in depth filled with set in a compacted mixture of gravel and earth.
    - a. Self-supporting fence with movable bases may be used when approved by the Owner and Architect

#### **1.17 SITE SAFETY AND SECURITY PROCEDURES**

- A. Refer to Section 01 3553 - Site Safety and Security Procedures.
- B. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the Owner's Representative is notified and arrangements made to deactivate the system.

#### **1.18 WASTE REMOVAL**

- A. The Contractor shall provide containers, at grade, sufficient for the depositing of non-hazardous/non-toxic waste materials, and shall remove such waste materials from project site as required or directed by the Owner's Representative.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Contractors shall not utilize the Owner's bins or dumpsters.
- B. The Contractor shall broom clean the work area at the end of each work day.
  1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  3. If the contractor fails to clean areas at the end of each work day the Owner's Representative shall perform the cleaning and back charge the contractor accordingly.
- C. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- D. Provide containers with lids. Remove trash from site periodically.
- E. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- F. Installed Work: Keep installed work clean. The Contractor shall clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- G. Concealed Spaces: The contractor shall remove debris from concealed spaces before enclosing the space.
- H. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- I. Work Areas: The Contractor shall clean areas daily where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- J. The Contractor is responsible to provide dust protection for their construction-related activities.

#### **1.19 HOISTS AND TEMPORARY ELEVATOR USE**

- A. The Contractor shall provide facilities for hoisting materials and employees.
- B. Elevator Use: Owner's existing elevator may not be used by the Contractor.

#### **1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

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

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION -**

#### **3.1 DISCONTINUE, CHANGES AND REMOVAL**

- A. The Contractors shall:
  1. Discontinue all temporary services required by the Contract when so directed by the Owner's Representative.
  2. The discontinuance of any such temporary service prior to the completion of the work shall not render the Owner liable for any additional cost entailed thereby and the Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractor(s) work.
  3. Remove and relocate such temporary facilities as directed by the Owner's Representative without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

#### **3.2 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

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- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

**END OF SECTION**

**SECTION 01 5510  
TRAFFIC AND PEDESTRIAN ACCESS & CONTROL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. The Contractor shall maintain traffic for the duration of the contract and protect the traveling public and pedestrians from all damage to persons and property within the limits of and for the duration of the contract; all in accordance with the plans and specifications.
- B. It is specifically noted that while school is in session, there are children playing at recess, walking to outdoor gym classes, etc. Contractor's trucks must be walked from the project site to the main traffic loop and vice versa, with a separate monitoring individual to insure children's safety. See Section 01 1000 - Summary of Contract for delivery black out times.

**1.3 METHOD OF MAINTAINING AND PROTECTING TRAFFIC**

- A. Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay. In order to adequately maintain and protect traffic, contractor shall perform the following additional minimum requirements as directed by Owner's Representative:
  - 1. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
  - 2. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber or other obstructions to provide safe traveled ways.
  - 3. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
  - 4. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by the Owner's Representative to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "Federal Manual on Uniform Control Devices". Use of Open Flares Is Prohibited.
  - 5. Prepare and submit for approval sketch/drawing showing proposed location and type of signs, barricades and devices as required in above.
  - 6. The Contractor shall cover with steel plates all open trenches at the close of each work day. Such plates to abut each other and be wedged at each end of trench to prevent plates from sliding open.
  - 7. Contractor to post temporary construction signs, including construction traffic signs, safety signs, security signs, and no trespassing signs as required.

**1.4 INGRESS AND EGRESS**

- A. The Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work, unless otherwise authorized by the Owner's Representative.

**1.5 CONTRACTOR'S ATTENTION IS DIRECTED TO**

- A. If, upon notification by Owner's Representative, contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, Owner's Representative will immediately proceed with adequate forces to properly maintain the project and the entire cost of such maintenance shall be deducted (back charged) from any moneys due the contractor.

**1.6 PAYMENT**

- A. The lump sum bid price for this item shall include the cost of furnishing all labor, material and equipment including the cost of any and all incidental required by job conditions as ordered by Owner's Representative.

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**PART 2 PRODUCTS: NOT USED**  
**PART 3 EXECUTION: NOT USED**

**END OF SECTION**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Substitution limitations.

**1.3 RELATED REQUIREMENTS**

- A. Section 00 4401 - Qualification of Bidders.
- B. Section 01 1000 - Summary of Contract.
- C. Section 01 4000 - Quality Requirements: Product quality monitoring.
- D. Section 01 4100 - Regulatory Requirements
- E. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- F. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.4 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.5 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
- C. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- D. Substitutions: Changes in products, materials, equipment, and methods of construction from those required or specified by the Contract Documents and proposed by Contractor.
- E. Basis-of-Design Or Equal Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," or "or equal", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers **shall be submitted as substitutions**.
  - 1. Refer to Section 01 2500 - Substitution Procedures.

**1.6 SUBMITTALS**

- A. Refer to Section 01 3000 - Administrative Requirements for requirements

**1.7 ASBESTOS**

- A. Asbestos: All products, materials, etc., used in conjunction with this Project shall be Asbestos-Free.

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1. Contractor shall provide a certified letter to the Owner's Representative stating that no asbestos containing material has been used in this project. Refer to Section 01 7800 - Closeout Submittals.

**PART 2 PRODUCTS**

**2.1 EXISTING PRODUCTS**

- A. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Port Chester School District, or otherwise indicated as to remain the property of the Port Chester School District, become the property of the Contractor(s); remove from site.

**2.2 NEW PRODUCTS**

- A. Provide new products for all unless otherwise specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  1. Made outside the United States, its territories, Canada, or Mexico.
  2. Made using or containing CFC's or HCFC's.
  3. Made of wood from newly cut old growth timber.
  4. Containing lead, cadmium, or asbestos.

**2.3 PRODUCT OPTIONS**

- A. Refer to Section 00 2113 - Instructions to Bidders for Product/Assembly/System Substitutions.

**2.4 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
  1. Deliver to Owner's Representative; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.1 SUBSTITUTION LIMITATIONS**

- A. Substitutions will not be considered during the bidding phase.

**3.2 SUBSTITUTION SUBMITTAL PROCEDURE AFTER BIDDING PHASE**

- A. Refer to Section 01 2500 - Substitution Procedures.

**3.3 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- G. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

**3.4 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

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PRODUCT REQUIREMENTS

- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- F. Comply with manufacturer's warranty conditions, if any.
- G. Do not store products directly on the ground.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**



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VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

**SECTION 01 6116**  
**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. VOC restrictions for product categories listed below under "DEFINITIONS."
- D. All products of each category that are installed in the project must comply; Port Chester School District's project goals do not allow for partial compliance.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
- D. Section 07 9200 - Joint Sealants: Emissions-compliant sealants.
- E. Section 09 9123 - Interior Painting.

**1.4 DEFINITIONS**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
  - 3. Flooring.
  - 4. Products making up wall and ceiling assemblies.
  - 5. Thermal and acoustical insulation.
  - 6. Free-standing furniture.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
  - 3. Wet-applied roofing and waterproofing.
- C. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
  - 1. Interior of Building: Anywhere inside the exterior weather barrier.
  - 2. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
  - 3. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- D. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Clay brick.
  - 3. Metals that are plated, anodized, or powder-coated.
  - 4. Glass.

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5. Ceramics.
6. Solid wood flooring that is unfinished and untreated.

**1.5 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. GreenSeal GS-36 - Adhesives for Commercial Use; 2013.
- D. SCAQMD 1113 - Architectural Coatings; 1977 (Amended 2016).
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).

**1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

**1.7 QUALITY ASSURANCE**

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  2. Aerosol Adhesives: GreenSeal GS-36.
  3. Joint Sealants: SCAQMD 1168 Rule.
  4. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

**PART 3 EXECUTION**

**3.1 FIELD QUALITY CONTROL**

- A. Port Chester School District reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Port Chester School District.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

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**SECTION 01 7000  
EXECUTION**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Inspections prior to start of work.
- B. Examination, preparation, and general installation procedures.
- C. Requirements for alterations work, including selective removals and asbestos/lead abatement.
- D. General installation of products.
- E. Protection of installed construction.
- F. Correction of the Work.
- G. Pre-installation meetings.
- H. Dust control
- I. Cutting and patching.
- J. Progress cleaning.
- K. Protection of installed construction.
- L. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- M. Final Cleaning.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary of Contract: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and/or relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls.
- E. Section 01 3553 - Site Safety and Security Procedures
- F. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.
- G. Section 01 2100 - Allowances.
- H. Section 02 4200 - Selective Interior Floor Removals
- I. Section 07 8400 - Firestopping.
- J. Section 31 2316 - Excavation.
- K. Section 31 5260 - Excavation Support and Protection.
- L. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.

**1.4 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.
- B. FGDC-STD-007.4 - Geospatial Positioning Accuracy Standards - Part 4: Architecture, Engineering, Construction, and Facilities Measurement; 2002.

### **1.5 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers and Owner's Representative and Architect.

### **1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept nonhazardous materials and hazardous waste disposal.
- C. Cutting and Patching:
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Port Chester School District or separate Contractor.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

### **1.7 QUALIFICATIONS**

- A. Refer to Section Section 01 4401 Qualifications of Bidders and individule specification sections.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in New York. Refer to Section 31 4260 Excavation Support and Protection for additional requirements.

### **1.8 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Indoors: Limit conduct of especially noisy interior work to the hours of 4:30 Pm and 10:30 PM when school programs and activities will not be disrupted and approved by Owner's Representative. Refer to Sequence of Work Section 01 1000 - Summary of Contract.

### **1.9 COORDINATION**

- A. See Section 01 1000 - Summary of Contract for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. After Port Chester School District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Port Chester School District's activities.

### **1.10 CODES, PERMITS, FEES, ETC.**

- A. Refer to Section 01 4100 Regulatory Requirements

### **1.11 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING**

- A. Pursuant to NYS Labor Law §220-h - On all public work projects all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Barriers shall be constructed of sturdy lumber having a minimum size of 2 x 4.
  - 1. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Prior to start of construction take photographs, video's or similar documentation as evidence of existing project conditions as follows:
  - 1. Interior views: Areas of outside work area which could be construed as caused by the Contractor.
  - 2. Exterior views: Area of work and areas of outside work area which could be construed as caused by the contractor.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.2 PREPARATION**

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

### **3.3 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner's Representative and Architect five (5) working days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copies to Owner's Representative and Architect, participants and those affected by decisions made.

### **3.4 LAYING OUT THE WORK**

### **3.5 REMOVAL AND DUST CONTROL**

- A. The following procedures shall be followed when removals are performed:
  - 1. Asbestos and lead containing material shall be removed as per asbestos and lead abatement sections of the specifications.
    - a. Refer to Section 02 2080 Asbestos Removal and Disposal
  - 2. Exterior
    - a. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
    - b. Windows directly below, above and adjacent to the work area shall be closed.
    - c. Provide tarps on the outside of the building to catch all dust, debris and paint chips when items are being removed and installed.
  - 3. Interior:
    - a. All air vents in the room shall be closed, shut off and sealed.
    - b. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
    - c. All corridors from renovated areas to exitways, used by Contractors, shall be mopped and left clean daily by the Contractor.
  - 4. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.
  - 5. Do not leave any openings unprotected at end of work day or during periods of excessive cold weather or precipitation.
  - 6. At completion of each work area HEPA vacuumed and wet wiped.

### **3.6 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.7 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Owner's Representative before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 .
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to Plumbing): Remove, relocate, and extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Remove abandoned pipes; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

### **3.8 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. This Section includes procedural requirements for cutting and patching.
1. Refer to various sections and divisions for other requirements and limitations applicable to cutting and patching.
  2. The Contractor shall do all cutting, patching, repairing as necessary for their work. In all cases, the cutting, patching, repairing and finishing shall be performed mechanics skilled in the particular trade required at no additional cost to the Owner.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical and electrical
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval by the Owner's Representative.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- H. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.9 SPECIAL REQUIREMENTS

- A. Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor(s) shall not be permitted to disrupt operation of any building system or any of the services without Owner's Representative's prior written consent, which shall not be unreasonably withheld. Any request to perform such work shall be in writing, received by Owner's Representative no less than five (5) working days prior to the commencement of the request for disruption, and shall detail:
1. The exact nature and duration of such interruption;
  2. The area of the Building affected, and;
  3. Any impact upon the Construction Schedule caused by such proposed temporary disruption. All Work shall be performed during the hours and on the days set forth in the Specifications.

### 3.10 FIRE PREVENTION AND CONTROL

- A. Refer to Section 01 3553.

### 3.11 UNDERGROUND UTILITIES

- A. Broken utilities from work are the responsibility of the Contractor performing the work. Use extreme caution when uncovering utilities. If a utility is broken while uncovering because the utility was not in the exact location identified, the cost of repair is the responsibility of the Contractor.

### 3.12 WATCHMAN

- A. The Owner will not provide watchman. Contractor will be held responsible for loss or injury to persons or property or work where his work is involved and shall provide such watchman and take such precautionary measures as he may deem necessary to protect his own interests.

### 3.13 SECURITY SYSTEM

- A. Refer to 01 3553 - Security Procedures

### 3.14 VERIFICATION OF CONDITIONS

- A. All openings, measurements, door frames, existing conditions and other similar items or conditions shall be field measured prior to submission of any shop drawings or manufacturers literature for approval.

### 3.15 PROGRESS CLEANING

- A. Prior to starting work the boiler room shall be power washed and cleaned as describe in Alternate #1.
1. **The Contractor shall then be responsible for all cleaning of the boiler room, and shall include all cost for cleaning in their Bid.**
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- F. Contractor is responsible to provide dust protection for their construction-related activities.
- G. If daily cleaning and dust protection is not provided the Contractor will be back charged for cleanup performed by employees of the Owner or a separate contractor retained by the Owner.

### 3.16 PROTECTION OF INSTALLED WORK

- A. Contractor is responsible to provide protection for their work.
- B. Protect installed work from damage by construction operations.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

- D. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

**3.17 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner's Representative seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

**3.18 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**3.19 FINAL CLEANING**

- A. Final cleaning shall be the responsibility of the Contractor and all costs for final cleaning shall be included in the Base Bid. Final cleaning responsibility shall be limited to all areas where renovations occur.
- B. Execute final cleaning prior to Substantial Completion.
- C. Use cleaning materials that are nonhazardous.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Remove tools, construction equipment, machinery, and surplus material from Project site.
- F. Touch up and otherwise repair and restore marred, exposed finishes and surfaces evidence of repair or restoration. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show
- G. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**3.20 CLOSEOUT PROCEDURES**

- A. Refer to Section 01 7800.

**3.21 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.

**END OF SECTION**



**SECTION 01 7419**  
**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 WASTE MANAGEMENT REQUIREMENTS**

- A. Port Chester School District requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following **may not** be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood.
  - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 1000 - Site Preparation and Clearing for use options.
  - 6. Concrete: May be crushed and used as riprap, aggregate, sub-base material, or fill.
  - 7. Bricks: May be used on project if whole, or crushed and used as landscape cover, sub-base material, or fill.
  - 8. Concrete masonry units: May be used on project if whole, or crushed and used as sub-base material or fill.
  - 9. Precast concrete panels: May be used for erosion control or landscape features.
  - 10. Asphalt paving: May be recycled into paving for project.
  - 11. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 12. Glass.
  - 13. Gypsum drywall and plaster.
  - 14. Plastic buckets.
  - 15. Carpet, carpet cushion, carpet tile, and carpet remnants, both new and removed: DuPont (<http://flooring.dupont.com>) and Interface ([www.interfaceinc.com](http://www.interfaceinc.com)) conduct reclamation programs.
  - 16. Asphalt roofing shingles.
  - 17. Paint.
  - 18. Plastic sheeting.
  - 19. Rigid foam insulation.
  - 20. Vinyl siding.
  - 21. Windows, doors, and door hardware.
  - 22. Plumbing fixtures.
  - 23. Mechanical and electrical equipment.
  - 24. Fluorescent lamps (light bulbs).
  - 25. Acoustical ceiling tile and panels.

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- E. The Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Methods of trash/waste disposal that are **not acceptable** are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
  - 5. Incineration, either on- or off-site.
- G. Regulatory Requirements: The Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

### 1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### 1.4 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- M. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- N. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

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**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit Report on a form acceptable to Owner's Representative.
  - 2. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
  - 3. Recycled and Salvaged Materials: Include the following information for each:
    - a. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - b. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  - 4. Material Reused on Project: Include the following information for each:
    - a. Identification of material and how it was used in the project.
  - 5. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

**PART 2 PRODUCTS NOT USED**

**PART 3 EXECUTION**

**3.1 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner's Representative or Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

**END OF SECTION**



**SECTION 01 7800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Substantial Completion.
- B. Final Completion.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Warranties

**1.3 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions: Warranty and Correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution: Progress and Final cleaning.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.4 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:
  - 1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner's Representative and Architect of pending insurance changeover requirements.
- B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Owner's Representative and Architect to perform site inspection for the purpose of preparing a "punch list".
- C. On receipt of request the Owner's Representative and Architect will schedule and prepare a punch list.
- D. Certificate of Substantial Completion will be issued **only after completion of all punch list items** or Owner's Representative and Architect will notify Contractor of items, either punch list or additional items identified by Architect, **that must be completed or corrected before a certificate will be issued.** After completion of **all punch list items** submit the following:
  - 1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed.
  - 2. Manufacturer's Warranties/guarantees.
  - 3. Contractor's Warranty Two (2) years minimum and extended warranties.
  - 4. Manifest for disposal of Hazardous Material.
  - 5. Manifest for disposal of material.
  - 6. Changeover information related to Owner's occupancy, use, and maintenance.
  - 7. List of incomplete Work, recognized as exceptions to Architect's "punch list".
  - 8. Removal of temporary facilities and services.
  - 9. Removal of surplus materials, rubbish and similar elements.
  - 10. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  - 11. As Built Drawings.
  - 12. Project Record Documents.
  - 13. DOL Final Completion Form. (PW 200).
  - 14. Fully executed Certificate of Substantial Completion. (AIA G704)

- E. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 1. If necessary re-inspection will be repeated and the contractor shall pay for all additional inspections.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative and Architect will not process a final Certificate for Payment until after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
    - a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- B. Following Final Inspection and acceptance of work submit the following: (As applicable to each Contractor)
  - 1. Submit a final Application for Payment according to Division 1 Section 01 2000 - Price and Payment Procedures.
  - 2. Architect's punch list certifying all punch list items have been completed with each item signed off by the **Owner's Representative and Contractor**.
  - 3. Update final statement, accounting for final changes to the Contract Sum.
  - 4. Release of liens from contractor and all entitles of the contractor.
  - 5. Consent of Surety to Final Payment, AIA Document G707
  - 6. Final Liquidated Damages settlement statement.
  - 7. Contractor's Affidavit of Release of Liens (AIA G706A).
  - 8. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
  - 9. Contractor's Certification of Payment of Prevailing Wage Rates.
  - 10. Contractor's Certification of Compliance that products comply with VOC requirements stated in Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
  - 11. Contractor's Certified Statement certifying that no asbestos containing material was incorporated into the project.
  - 12. Underwriters Certificate or authorized third party Certificate.

## 1.6 SUBMITTALS

- A. Contractor shall submit all documentation identified in this section within thirty (30) working days from the time the Contractor submits the list of items to be corrected, in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment. If the documentation has not been submitted within Thirty (30) day period, the Owner's Representative will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner and Owner's Representative has advised the Contractor of this action seven (7) days prior to the culmination date by written notice.
- B. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- C. Operation and Maintenance Data:
  - 1. Refer to individual sections for additional requirements.
  - 2. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner's Representative and Architect will review draft and return one copy with comments.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.

- D. Warranties:
1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.1 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
  7. O&M Manuals.
- B. Ensure entries are complete and accurate, enabling future reference by Owner's Representative.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
1. Review with Owner's Representative with each application for payment.
  2. Owner's Representative shall verify record mark-up are up to date.
  3. Failure to maintain market up will be cause for rejecting the application.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract drawings.
- G. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.
- H. The Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record Specifications as specified.
- I. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
1. Accurately record information in an understandable drawing technique.
  2. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- J. Content: Types of items requiring marking include, but are not limited to, the following:
1. Dimensional changes to Drawings.
  2. Revisions to details shown on Drawings.
  3. Revisions to routing of piping and conduits.

4. Revisions to electrical circuitry.
  5. Duct size and routing.
  6. Locations of concealed internal utilities.
  7. Changes made by Change Order or Construction Change Directive.
  8. Changes made following Owner's Representative and Architect 's written orders.
  9. Details not on the original Contract Drawings.
  10. Field records for variable and concealed conditions.
  11. Record information on the Work that is shown only schematically.
- K. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- L. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
- M. Mark important additional information that was either shown schematically or omitted from original Drawings.
- N. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- O. **Provide ALL final record documents on flash drive in PDF-A Format.**

### **3.2 FORMAT**

- A. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Contractor shall certify and sign.
- B. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record PDF Drawings: Organize PDF information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each PDF file.

### **3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Port Chester School District's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Owner's Representative, Fuller and D'Angelo, P.C., Contractor, and Subcontractors , with names of responsible parties.

- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- I. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
  - 1. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- J. In addition to binders all documents shall be provided in PDF format on USB flash drive.

### 3.5 WARRANTIES

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Port Chester School District's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

#### CHECKLIST FOR PROJECT CLOSEOUT AND PROCESSING OF FINAL PAYMENT

**Project: Boiler Room Sump Pump and Related Work**

**Owner: Port Chester - Rye Union Free School District**

**Architect Project #: 21438.00**

**CLOSE-OUT SUBMITTALS: (As Applicable. Include this checklist with submittal )**

#### Substantial Completion

- UL Certification or equivalent.
- Three (3) Ring Binder Brochures Of Operation And Maintenance Manuals For All Equipment Installed On The Project Including The Following:
  - Typed Or Printed Instructions Covering The Care And Operations Of Equipment And Systems Furnished And Installed.
  - Start-up Performance Reports
  - Test/Balancing Reports.
  - Final Survey
  - Manufacturers Instruction Books, Diagrams, Spare Parts Lists Covering All Equipment.
  - Instruction Of Owner's Representative In Care And Maintenance Of New Equipment.
  - All Approved Shop Drawings and submittals.
  - Certificates Of Compliance And Inspection. (Where Applicable Electric, Elevator, Etc.)
- Spare Parts And Maintenance Materials. (Receipt Signed By Field Superintendent)
- Evidence Of Compliance With Requirements Of Governing Authorities (Certificates Of Inspection Electrical).
- Certificates Of Insurance For Products And Completed Operations .
- Fully Executed Certificate Of Substantial Completion: AIA G704.
- Contractor's Written Two-Year Warranty And Extended Warranties (If Any Required).
- Manufacturer's Warranty/Guaranties

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- Manifest for Disposal of Hazardous Material.
- Manifest for Disposal of Material.
- DOL PW 200 Form.
- Project Record Documents.
- As-Built Drawings.
- All files listed above shall be submitted on USB flash drive**

**EVIDENCE OF PAYMENT AND RELEASE OF LIEN**

**Final Completion**

- Contractor's Affidavit Of Payment Of Debts And Claims: AIA G706.
- Contractor's Affidavit Of Release Of Liens - AIA G706a With:
- Separate Written Release Of Waivers And Liens For Sub- Contractors, Suppliers And Others With Lien Right Against The Owner's Property, Together With List Of Those Parties.
- Notarized Statement That Only Non-Asbestos Materials Were Installed On This Project.
- Consent Of Surety To Final Payment AIA G707.
- Contractor's Certification of Payment of Prevailing Wage Rates.
- Contractor's Certification of Compliance that products comply with VOC requirements stated in Section 01 6116.
- Architect's Punch List Items Certifying all Punch List have been completed with sign off by Owner's Representative or Construction Manager

**Final payment will not be processed until all items indicated are received in accordance with Section 01 7800 - closeout submittals.**

**END OF SECTION**

**SECTION 01 7900  
DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Training of Port Chester School District personnel in operation and maintenance is required for:
  - 1. Plumbing equipment.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

**1.4 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Provide one extra copy of each training manual to be included with operation and maintenance data.

**1.5 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.1 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner's representative.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Port Chester School District personnel training is specified.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

**3.2 TRAINING - GENERAL**

- A. Owner's representative will provide classroom and seating at no cost to Contractor.
- B. Training schedule will be subject to availability of Port Chester School District's personnel to be trained; re-schedule training sessions as required by Port Chester School District; once schedule has been approved by Port Chester School District failure to conduct sessions according to schedule will be cause for Port Chester School District to charge Contractor for personnel "show-up" time.
- C. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- D. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.

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2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- E. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

**SECTION 02 4200  
SELECTIVE INTERIOR FLOOR REMOVALS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes **the removals underslab piping as indicated on drawings but is not limited to the following:**
  - 1. Removal of concrete slab
  - 2. Removal of existing piping.
  - 3. Patching of all areas of cutting and removals.
  - 4. Firestopping as specified in Section 07 8400 - Firestopping.
  - 5. Selective shoring. Refer to Section 03 3000 Cast-in-Place Concrete.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Sequencing and staging requirements.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01 7000 - Execution: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- G. Section 03 3000 - Cast-In-Place-Concrete.
- H. 31 2316 - Excavation.

**1.4 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.5 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- C. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

**1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of selective removals activities: Indicate the following:
  - 1. Detailed sequence of selective removals and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services.

## **1.7 QUALITY ASSURANCE**

- A. Removals Qualifications: Company specializing in the type of work required.
  - 1. Minimum of five (5) years of documented experience.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre removal/demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 3000 - Administrative Requirements. Review methods and procedures related to selective removals including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective removals schedule and verify availability of materials, removals personnel, equipment, and facilities needed to make progress and avoid delays.

## **1.8 PROJECT CONDITIONS**

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Fill Material: Refer to Section 31 2316.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective removals required.

### **3.2 GENERAL REMOVAL REQUIREMENTS**

- A. Remove concrete slabs on grade as indicated on drawings.
- B. Remove other items indicated, to be removed.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

### **3.3 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with other requirements specified in Section 01 7000.
- B. Protect existing structures and other elements that are not to be removed.
  - 1. Prevent movement or settlement of adjacent structures.
  - 2. Stop work immediately if adjacent structures appear to be in danger.
- C. If hazardous materials are discovered during removal operations, stop work and notify Fuller and D'Angelo, P.C. and Port Chester School District; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### **3.4 EXISTING UTILITIES**

- A. Abandonment and removal of all existing utilities and utility structures.
- B. Protect existing utilities to remain from damage.
- C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Port Chester School District.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Port Chester School District.
- E. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

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- F. Utility Requirements: Refer to Division 22 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. **Do not start selective removals work until utility disconnecting and sealing have been completed and verified in writing.**

**3.5 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**



**SECTION 03 3000  
CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Concrete formwork.
- B. Slabs on grade.
- C. Concrete reinforcement.
- D. Waterstop
- E. Joint devices associated with concrete work.
- F. Concrete curing.
- G. Mix design.
- H. Concrete materials.
- I. Placement procedure.
- J. Field Quality Control.

**1.3 RELATED REQUIREMENTS**

- A. Section 02 4200 - Selective Interior Floor Removals.
- B. Section 07 9200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.
- C. Section 31 2316 - Excavation for drainage fill under slab-on grade.

**1.4 REFERENCE STANDARDS**

- A. ACI 301 - Specifications for Structural Concrete; 2016.
- B. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- D. ACI 305R - Guide to Hot Weather Concreting; 2010.
- E. ACI 308R - Guide to External Curing of Concrete; 2016.
- F. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.
- G. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2018, with Editorial Revision (2018).
- H. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016, with Editorial Revision (2016).
- I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2018.
- J. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2018.
- K. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2015a.
- L. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.
- M. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2016.
- N. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).

- O. ASTM C367 Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar.
- P. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2014.

### **1.5 MATERIAL EVALUATION/QUALITY CONTROL**

- A. Preconstruction Testing: Contractor shall employ Testing Agency acceptable to Owner's Representative to perform material evaluation tests and evaluate concrete mixes prior to submitting.
  - 1. Testing Agency shall be qualified according to ASTM C 1077 and ASTM E329.
- B. Require concrete supplier to provide delivery tickets for each truckload of concrete. Tickets shall be presented to and reviewed by Owner's Representative or Testing Agency prior to discharging concrete into structure.
  - 1. Tickets shall contain project identification name, name of Contractor, name of concrete supplier, location of batch plant, date and time of concrete batching, truck number, delivery ticket number, concrete type and class, concrete mix number, design compressive strength at 28 days, concrete mix proportions and materials, and amount of total mix design water that can be added at site prior to discharging into structure if total mix design water was not used when batched.

### **1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions for each product indicated.
- C. Mix Design: Submit proposed concrete mix design with NY State PE seal and signature.
  - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
  - 2. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
  - 3. Indicate amounts of mixing water to be withheld for later addition at Project site.
- D. Test Reports: Submit report for each test or series of tests specified.
- E. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
  - 1. Material Certificates: For each of the following, signed by manufacturers:
    - a. Cementitious materials.
    - b. Steel reinforcement and accessories.
    - c. Curing compounds.
    - d. Bonding agents.
- F. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

### **1.7 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Manufacturer/Supplier Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- D. Installer Qualifications: The work of this section shall be performed by a qualified installer, with a minimum of five (5) years experience, approved by the Owner's Representative. The term "installer" used herein, shall mean a firm of established reputation which is regularly engaged in and which maintains a regular force of workmen skilled in the installation of the type of work specified in this section.

- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- F. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements.-
  - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Concrete subcontractor.
    - d. Owner's Representative.
- I. Delivery Records: Each delivery to the site of concrete shall be accompanied by weigh master's certification. Retain all copies for inspection by the Testing Agency.
  - 1. Indicate water added to mix a job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specification requirements

## 1.8 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials so as to preserve their quality and fitness for work.
- B. Store reinforcement and formwork in manner to prevent bending, damage (including damage to coatings), and accumulation of dirt.
- C. All packed materials shall be delivered to the site in original unopened containers, clearly indicating manufacturer's name, brand name, and other identifying information.

## 1.10 PROJECT CONDITIONS

- A. Coordinate with the work of all other sections and/or separate contracts.
- B. Contractor shall be responsible for correction of concrete work not conforming to specified requirements, including strength, tolerances, and finishes. Correct deficient concrete as directed by Owner's Representative and Architect.
- C. Remove work found to be defective. Replace with new acceptable work

## PART 2 PRODUCTS

### 2.1 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
  - 2. Earth Cuts: Do not use earth cuts as forms for vertical surfaces. Natural rock formations that maintain a stable vertical edge may be used as side forms.

### 2.2 CONCRETE MATERIALS

- A. Fine and Coarse Aggregates: ASTM C33/C33M.

- 1. Gradations:

- a. For Slabs on Grade:

Sieve Size

Percent Passing

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1 inch	95 to 98.5
3/4 inch	75 to 94
1/2 inch	25 to 50
3/8 inch	10 to 25
No.4	0 to 10

- B. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.
- C. Premixed Concrete (Contractor's Option)
  - 1. Pre-blended mixture of cement and aggregates for general structural uses, requiring only the addition of water.
  - 2. Slump: ASTM C143: 2" to 3".. (50mm to 75mm).
  - 3. Unit Weight: ASTM C138 140 lb/cu. ft. (2242.5 kg/cu.M).
  - 4. Compressive Strength: 4,000psi (27.5 MPa) @ 28 days.
  - 5. Aggregates: Manufacturer's standard.
  - 6. Water: As per manufacturer recommendations.
  - 7. Product: "Quickrete" No. 1101

### 2.3 ADMIXTURES

- A. Air Entrainment Admixture: ASTM C260/C260M.
- B. Chemical Hardener: Fluosilicate solution designed for densification of cured concrete slabs.

### 2.4 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder:
  - 1. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
  - 2. Manufacturers:
    - a. "Griffolyn T-65G" by Reef Industries In, three-ply, nylon- or polyester-cord-reinforced, high-density polyethylene sheet; laminated to a nonwoven geotextile fabric, 30 mils (0.76 mm) thick..
    - b. Substitutions: See Section 01 2500 Substitution Procedures.

### 2.5 BONDING AND JOINTING PRODUCTS

- A. Epoxy Bonding System:
  - 1. Complying with ASTM C881/C881M and of Type required for specific application.
  - 2. Manufacturers:
    - a. Euclid Chemical Company; DURAL 452 GEL, DURAL 452 LV, or DURAL 452 MV: [www.euclidchemical.com](http://www.euclidchemical.com).
    - b. Substitutions: See Section 01 2500 Substitution Procedures..
- B. Waterstops: Bentonite and butyl rubber.
  - 1. Configuration: As indicated on drawings.
  - 2. Size: As indicated on drawings.
  - 3. Manufacturers:
    - a. CETCO, a division of Minerals Technologies Inc; WATERSTOP RX: [www.mineralstech.com/#sle](http://www.mineralstech.com/#sle).
    - b. Substitutions: See Section 01 2500 Substitution Procedures..

### 2.6 CURING MATERIALS

- A. Moisture-Retaining Sheet: ASTM C171.
  - 1. Polyethylene film, clear, minimum nominal thickness of 4 mil, 0.004 inch.
- B. Water: Potable, not detrimental to concrete.

## 2.7 REPAIR MATERIALS

- A. Concrete Patching and Repair: One-component, early strength gaining, cementitious, patching material.
  - 1. Flexural Strength (ASTM C-293): 28 days 850 psi.
  - 2. Splitting Tensile Strength (ASTM C-496): 28 days 550 psi.
  - 3. Bond Strength (ASTM C-882 modified): 28 days 1,800 psi.
  - 4. Compressive Strength (ASTM C-109): 28 days 7,000 psi.
  - 5. Color Concrete gray
  - 6. Manufacturers:
    - a. Acceptable Products: SilkaRepair 223
    - b. Substitutions: See Section 01 2500 Substitution Procedures.

## 2.8 CONCRETE MIX DESIGN

- A. Concrete Strength: Establish required average strength for concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
- B. Normal Weight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
  - 2. Water-Cement Ratio: Maximum 0.45.
  - 3. Total Air Content: 6 percent, determined in accordance with ASTM C173/C173M
    - a. Use for all exterior concrete.
  - 4. Maximum Slump: 4 inches.
- C. Premix Concrete: (Contractors Option) Pre-blended mixture of cement and aggregates for general structural uses, requiring only the addition of water.
  - 1. Refer to manufacturer's instruction.

## 2.9 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.
- C. Premix Concrete: As per Manufacturer's instructions.

## 2.10 REINFORCING FABRICATION

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice." Fabricate bars to required lengths, shapes, and bends. Do not re-bend or straighten reinforcement in manner that could weaken material.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.
- B. Do not proceed with work until unsatisfactory conditions are corrected.

### 3.2 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Clean and coat forms before erection. Do not coat forms in place.
- D. Penetrations shall not occur through footings, piers, columns, beams, joists, grade beams, or supported slabs unless shown in structural drawings
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

- F. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
- G. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.

### **3.3 WATERSTOPS**

- A. Flexible Waterstops: Install in construction joints, all joints between foundation walls and footing or slab and as indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of Work. Field-fabricate joints in waterstops according to manufacturer's written instructions.

### **3.4 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Notify Owner's Representative not less than 24 hours prior to commencement of placement operations.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- D. Repair underslab vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight
- E. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
  - 1. Slabs on Grade: Use strip pour methods and mechanical vibratory screed whenever possible.
  - 2. Deposit and consolidate concrete in continuous operation within limits of construction joints until placing of panel or section is complete.
  - 3. Consolidate concrete during placing operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 4. Bring slab surfaces to correct level with a straightedge and strike off. Uniformly slope to drains. Use darbies to smooth surface, leaving it free of humps or hollows. Do not sprinkle water or portland cement on plastic surface. Do not disturb slab surfaces before beginning finishing operations.
  - 5. For floor areas with drains, Contractor shall be responsible for finishing concrete slabs to proper elevations to ensure surface moisture will drain freely to floor drains and no puddle areas exist. Reference elevations shown in drawings.
- F. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
- G. Do not use vibrators to transport concrete inside formwork.

### **3.5 SLAB JOINTING**

- A. Locate joints as indicated on drawings or as recommended by ACI 302.
- B. For placement of slabs that will be subsequently concealed with an architectural finish material place slabs with few construction joints or as recommended by ACI 302.
- C. Anchor joint fillers and devices to prevent movement during concrete placement

### **3.6 CONCRETE FINISHING**

- A. Repair surface defects, immediately after removing formwork.
- B. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Broom Finish: Apply a broom finish to exterior sidewalks, concrete platforms, steps, and ramps, and elsewhere as indicated.

- a. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
  2. Surfaces to Be Left Exposed: Steel Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
- C. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

### **3.7 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
  1. Normal concrete: Not less than seven days.

### **3.8 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design to inspection and testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.
- E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

### **3.9 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to Owner's Representative and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Owner's Representative. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Owner's Representative for each individual area.

### **3.10 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION**



**SECTION 04 2000  
UNIT MASONRY**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Concrete Masonry Units (CMU).
- B. Reinforcement and anchorage.
- C. Accessories.

**1.3 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: For concrete reinforced beam.
- B. Section 05 5000 - Metal Fabrications: Loose steel lintels.

**1.4 MATERIAL EVALUATION/QUALITY ASSURANCE**

- A. Preinstallation Conference: Perform conference at project site to comply with requirements of Division 1 Section 01 3000 - Administrative Requirements.

**1.5 REFERENCE STANDARDS**

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2018
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2018.
- D. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2016.
- E. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2016a.
- F. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- G. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.
- H. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2018.
- I. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2014a.
- J. ASTM C476 - Standard Specification for Grout for Masonry; 2018.
- K. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2016.

**1.6 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting two (2) weeks before starting work of this section; require attendance by all relevant installers.

**1.7 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and all masonry accessories.
  - 1. Material Data: Submit to Architect certificates for the following signed by manufacturer and Contractor certifying each material complies with requirements.
    - a. Masonry Units.
    - b. Each different cement product required for mortar and grout, including name of manufacturer, brand, and type.
    - c. Each material and grade indicated for reinforcing bars.
    - d. Each type and size of joint reinforcement.

- C. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- D. Test Reports: Concrete masonry manufacturer's test reports for: units with integral water repellent admixture.
  - 1. Mortar: Property (Proportion) requirements of ASTM C 270.
  - 2. Grout complying with ASTM C 476. Include description of type and proportions of grout ingredients.
  - 3. Masonry units: ASTM C67 and ASTM C140.
  - 4. Field Mortar Base Line Compressive Test: ASTM C780.

## **1.8 QUALITY ASSURANCE**

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum five years of experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of experience.
- D. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required

## **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.
- B. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
  - 1. Protect concrete masonry units from moisture absorption so that, at the time of installation, the moisture content is not more than the maximum allowed at the time of delivery.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil

## **1.10 WORKMANSHIP**

- A. Contractor shall be responsible for correction of work not conforming to specified requirements. Correct deficient work as directed by Architect.
- B. Remove work found to be defective. Replace with new acceptable work

## **PART 2 PRODUCTS**

### **2.1 CONCRETE MASONRY UNITS**

- A. Masonry General
  - 1. Unit Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 "Specifications for Masonry Structures" except where exceeded by the requirements of the contract documents.
- B. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions and nominal depths as indicated on drawings.
    - a. Manufactured to specified dimensions of 3/8 inch less than nominal widths by nominal heights by nominal lengths indicated in drawings. If not shown in drawings, use length to produce coursing with little or no cutting.
  - 2. Load-Bearing Units: ASTM C90, normal weight.

- a. Hollow block, as indicated.
- b. Exposed Faces: Manufacturer's standard color and texture.
- c. Strength: Minimum 2,500 @ 28 days.
- d. Substitutions: 01 2500 - Substitution Procedures.

## **2.2 REINFORCEMENT AND ANCHORAGE**

- A. Manufacturers:
  1. Hohmann & Barnard, Inc: [www.h-b.com/sle](http://www.h-b.com/sle).
  2. Substitutions: See Section 01 2500 - Substitution Procedures.
- B. All reinforcement and anchors for masonry, located in exterior walls, shall be hot dipped galvanized steel.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed bars epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.
- D. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- E. Single Wythe Joint Reinforcement: ASTM A951/A951M.
  1. Type: Ladder.
  2. Material: ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/A153M, Class B.
  3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure. Flush weld all keys
  4. Hohmann & Barnard - #120.

## **2.3 ACCESSORIES**

- A. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142-inch steel wire, hot-dip galvanized after fabrication.
  1. Provide units with either two loops or four loops as needed for number of bars indicated.
    - a. Hohmann & Barnard, Inc. #RB Rebar Positionerl
- B. Epoxy Adhesive: Fiber Glass 1101
  1. Use for dowels inserted in existing masonry or concrete.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Notify Owner's representative if construction is not acceptable.
- C. Do not proceed with construction until unacceptable conditions have been corrected.

### **3.2 PREPARATION**

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### **3.3 COLD AND HOT WEATHER REQUIREMENTS**

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

### **3.4 COURSING**

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:

1. Bond: Running.
2. Coursing: One unit and one mortar joint to equal 8 inches.
3. Mortar Joints: Concave.

### **3.5 PLACING AND BONDING**

- A. General: Comply with referenced unit masonry standard and other requirements indicated applicable to each type of installation included in project.
  1. Masonry units shall be laid true, level, plumb and in uniform coursing in accordance with drawings. Corners and angles shall be square unless otherwise indicated in drawings.
  2. Lay only dry concrete masonry units. Do not wet concrete masonry units unless approved.
  3. Adjust masonry units into final position while mortar is soft and plastic. If units are displaced after mortar has stiffened, remove mortar, clean joints and units, and relay units with fresh mortar.
  4. Use full-sized units without cutting where possible. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining construction.
- B. Layup walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other construction.
- C. Bond Pattern for Exposed Masonry: Lay exposed masonry as follows unless indicated otherwise in drawings:
  1. Running Bond.
  2. Avoid use of less-than-half-sized units at corners, jambs, and where possible at other locations.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- F. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- G. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.
- H. Stopping and Resuming Work: In each course, rack back one-half unit length for one-half running bond or one-third unit length for one-third running bond. Do not tooth. Clean exposed surfaces of set masonry. Wet clay masonry units lightly if required. Remove loose masonry units and mortar prior to laying fresh masonry.

### **3.6 INSTALLATION OF REINFORCING STEEL**

- A. Place reinforcement as detailed in drawings. Secure against displacement prior to grouting. Horizontal bars may rest on cross web of hollow units.
- B. Lap reinforcing bars 24 x diameter of bars.
- C. Positioners: Provide positioners to maintain position of vertical reinforcing bars at each lap splice or at maximum spacing of 10 feet, whichever is less. Where these positioners are within ½ inch of surface of masonry, galvanize according to ASTM Standard A 153.

### **3.7 HORIZONTAL JOINT REINFORCEMENT**

- A. General:
  1. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
  2. Lap joint reinforcement ends minimum 6 inches.

### **3.8 GROUTED COMPONENTS**

- A. General:
  1. Use grout to fill masonry. Do not use mortar.
  2. Reinforcement must be in place prior to grouting.

3. Grout to 1½ inches below top of masonry units for each lift to form and interlock with subsequent masonry and grouting. Where bond beams occur, stop grout pour minimum 1½ inch below top of masonry. At top of masonry, fill grout space flush with tops of units and consolidate.
  4. Consolidate grout using mechanical vibrator, and re-consolidate using mechanical vibrator after excess water is absorbed into masonry units.
    - a. Do not consolidate or re-consolidate self-consolidating grout.
- B. Low Lift Grouting:
1. Construct masonry wall up to 5 feet 4 inches (vertically) at a time. Minimum height of grout lift creating a cold joint shall equal splice length of reinforcing indicated in drawings.
  2. Install vertical and horizontal reinforcing steel, anchors, and embedded items as masonry work progresses.
  3. Grout walls in 5 foot 4 inch maximum lifts, consolidating and consolidating each lift. Stop grout 1½ inch below top of top course.
    - a. Do not consolidate or re-consolidate self-consolidating grout.

### **3.9 TOLERANCES**

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- E. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### **3.10 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.

### **3.11 CLEANING**

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.
- E. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- F. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

### **3.12 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

### **3.13 MASONRY WASTE DISPOSAL**

- A. Excess Masonry Waste: Remove excess, clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property

**END OF SECTION**

PORT CHESTER-SCHOOL DISTRICT  
BOILER ROOM SUMP PUMP AND ATTIC CATWALK  
PORT CHESTER HIGH SCHOOL  
UNIT MASONRY

FULLER AND D'ANGELO, P.C.  
ARCHITECTS AND PLANNERS

**SECTION 05 5000  
METAL FABRICATIONS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Cast iron trench castings.
- B. Loose lintel where indicated.
- C. Trench drain and cover.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements.
- B. Section 01 4000 - Quality Requirements.
- C. Section 03 3000 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.

**1.4 REFERENCE STANDARDS**

- A. ASTM A48/A48M - Standard Specification for Gray Iron Castings; 2003 (Reapproved 2016).
- B. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2015.
- C. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).
- D. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata.

**1.5 PERFORMANCE REQUIREMENTS**

**1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For the following:
  - 1. Trench drain and cover.
- C. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

**1.7 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.
- B. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1, "Structural Welding Code--Steel."

**1.8 PROJECT CONDITIONS**

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
  - 1. Provide for trimming and fitting at site.

**1.9 COORDINATION**

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

**PART 2 PRODUCTS**

**2.1 MATERIALS - ALUMINUM**

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210/B210M, 6063 alloy, T6 temper.

- C. Bolts, Nuts, and Washers: Stainless steel.
- D. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

## 2.2 FABRICATION

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Fit and shop assemble items in largest practical sections, for delivery to site.
- C. Fabricate items with joints tightly fitted and secured.
- D. Continuously seal joined members by continuous welds.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Do not use ferrous material and equipment on stainless steel components.
  - 3. Obtain fusion without undercut or overlap.
  - 4. Remove welding flux immediately.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

## 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.
- B. Cast-in-Place Anchors in Concrete: Anchors capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

## 2.4 FABRICATED ITEMS

- A. Ship's Ladder
  - 1. Basis of Design: O'Keefe's Inc. Model 520A, 100 N Hill Drive, Suite 12, Brisbane, CA 94005. Toll Free Tel: (888) 653-3333. Aluminum Ships Ladder.
  - 2. Materials
    - a. Aluminum Sheet: Alloy 5005-H34 to comply with ASTM B209.
    - b. Aluminum Extrusions: Alloy 6005-T5 to comply with ASTM B221.
  - 3. Ship Ladder .
    - a. Ladder Stringer: 6 inch by 2 inch by 1/8 inch extruded aluminum channel.
    - b. Ladder Tread: Extruded aluminum with #12 x 1-1/4 SS rung connectors with deeply serrated on top of tread.
      - a) Spacing: One foot.
    - c. Handrails: 1.666 inches Schedule 40, 6005-T5 aluminum pipe provided with internal aluminum fittings
    - d. Incline: As indicated on drawings.
    - e. Finish: Mill finish.

## 2.5 CAST IRON TRENCH CASTINGS

- A. Cast Iron Trench Castings:
  - 1. Material: Cast iron; ASTM A48/A48M, Class 35 B (heavy duty).
  - 2. Grate Type: Manufacturer's standard Type M.
  - 3. Trench Drains and Cover
    - a. Castings shall be ASTM-A-48, Class 35B gray iron .

- b. Tolerances: +/- 1/16 inch per foot.
  - c. Size: Model R-4995-A1 x length required:
  - d. Finishes: Unpainted.
  - e. Outlets: Bottom.
  - f. Castings shall be true to pattern; component parts shall be smooth and well cleaned by shotblasting.
4. Manufacturers:
- a. Neenah Foundry, a division of Neenah Enterprises, Inc; 2121 Brooks Avenue, Neenah, WI 54956, Tele: (800) 558-5075: [www.nfco.com/#sle](http://www.nfco.com/#sle).
  - b. 2121 Brooks Avenue, Neenah, WI 54956, Tele: (800) 558-5075.
  - c. Model: R-4995-A1 with grated cover.
  - d. Substitutions: See Section 01 2500 Substitution Procedures.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

#### **3.2 PREPARATION**

- A. Supply setting templates to the appropriate entities for steel items required to be cast into concrete.

#### **3.3 INSTALLATION**

- A. Install fabricated items as per manufacturer's instructions
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.

**END OF SECTION**



**SECTION 06 1000  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Concealed wood blocking, nailers, plywood, shims and supports for as shown on drawings.
- B. Catwalk framing, railings, decking, and attachments as shown on drawings.
- C. Subfloor for catwalk planks.
- D. Catwalk planking.
- E. Wood handrails and support struts.
- F. Miscellaneous fasteners and bolts/nuts.
- G. Structural connectors.

**1.3 RELATED REQUIREMENTS**

- A. Section 10 2800 - Toilet Accessories.

**1.4 REFERENCE STANDARDS**

- A. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- C. PS 20 - American Softwood Lumber Standard; 2015.

**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on lumber, plywood, and fasteners .

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Deliver and store materials dry at all times.

**PART 2 PRODUCTS**

**2.1 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir, unless otherwise indicated, construction grade solid lumber free of splits, large knots and other imperfections.
  - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [www.alsc.org](http://www.alsc.org), and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

**2.2 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: Kiln-dry or MC15.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.

- D. Joist, Rafter and Small Beam Framing (2 by 6 through 4 by 16):
  - 1. Species: Allowed under grading rules.
  - 2. Species: Douglas Fir-Larch.

### **2.3 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. General: Provide fasteners of size and type that comply with requirements specified in this article by the authority having jurisdiction, International Building Code, International Residential Code, Wood Frame Construction manual, and National Design Specification
  - 2. Metal and Finish: Hot-dipped galvanized steel as per ASTM A153/A153M for exterior, wet areas, and wood presevative areas and for other wood locations.
  - 3. Use screws wherever possible, minimum size diameter #12. If nails are used they shall be annular ring shank type. Do not use drywall screws to secure wood blocking assemblies.
  - 4. Bolts: Standard mild steel with malleable iron or steel plate washers.
    - a. Self tapping where required for fasteners into metal.
- B. Structural Connections:
  - 1. Conform to ASTM A7 or A36.
  - 2. Standard products of "Simpson Strong -Tie Company" or approved equal.
- C. Plywood Adhesives: Waterproof, air cure type, cartridge dispensed; adhesives designed for plywood applications and complying with either ASTM C557 or ASTM D3498.
- D. Abrasive Anti-Slip Strips:
  - 1. Striped Black/Yellow bubber abrasive tape. "3M Safety-Walk, item No. 613" or approved equal.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Coordinate installation of rough carpentry members specified in other sections.

### **3.2 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

### **3.3 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Provide the following specific nonstructural framing and blocking:
  - 1. Grab bars.
  - 2. Toilet accessories.

**END OF SECTION**

**SECTION 07 9200  
JOINT SEALANTS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

**1.3 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-In-Place-Concrete.
- B. Section 07 8400 - Firestopping: Firestopping sealants.

**1.4 REFERENCE STANDARDS**

- A. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012 (Reapproved 2017).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.

**1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of experience.

**1.7 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.

**PART 2 PRODUCTS**

**2.1 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.

**2.2 NONSAG JOINT SEALANTS**

- A. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
  - 1. Color: To be selected by Fuller and D'Angelo, P.C. from manufacturer's standard range.
  - 2. Service Temperature Range: Minus 40 to 180 degrees F.
  - 3. Manufacturers:
    - a. Pecora Corporation; Dynatrol I;: [www.pecora.com](http://www.pecora.com).
    - b. Sika Corporation; Sikaflex-1a: [www.usa-sika.com](http://www.usa-sika.com).
  - 4. Applications:

- a. All interior vertical joints..
- 5. Substitutions: 01 6000 - Product Requirements.

### **2.3 SELF-LEVELING SEALANTS**

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
  - 1. Movement Capability: Plus and minus 25 percent, minimum.
  - 2. Manufacturers:
    - a. Sika Corporation; Sikaflex-1c SL: [www.usa-sika.com](http://www.usa-sika.com).
    - b. Substitutions: 01 6000 - Product Requirements.

### **2.4 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.2 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.3 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- D. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- E. Self-leveling joints: Recess joint depth as recommended by the sealant manufacturer.

### **3.4 POST-OCCUPANCY**

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

**END OF SECTION**

**SECTION 09 9123  
INTERIOR PAINTING**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Concrete masonry units (CMU), brick, and stone
  - 2. Concrete floors.
  - 3. Dryfall Sweep Up Spray.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 04 2000 - Unit Masonry.
- C. Section 05 5000 - Metal Fabrications: Shop-primed items.
- D. Section 09 9300 - Staining and Transparent Finishing: Stage wood stairs and trim.

**1.4 DEFINITIONS**

- A. Comply with ASTM D16 for interpretation of terms used in this section.

**1.5 REFERENCE STANDARDS**

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2016.
- B. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning; 1982, with Editorial Revision (2004).
- E. SSPC-SP 3 - Power Tool Cleaning; 1982, with Editorial Revision (2004).

**1.6 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Fuller and D'Angelo, P.C. before preparing samples, to eliminate sheens definitely not required.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.

- F. Maintenance Data: Submit data including product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, and touch-up procedures.
- G. Maintenance Materials: Furnish the following for YPS Office of Facilities Management and Consultant's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

### **1.7 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 10 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

### **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### **1.9 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Provide paints and finishes from the same manufacturer.
- B. Paints:
  - 1. Base Manufacturer: Sherwin-Williams Company: [www.sherwin-williams.com](http://www.sherwin-williams.com).
  - 2. Primer Sealers: Same manufacturer as top coats.
- C. Substitutions: 01 2500 - Substitution Procedures..

### **2.2 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

4. Supply each paint material in quantity required to complete entire project's work from a single production run.
  5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: Comply with Section 01 6116.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Fuller and D'Angelo, P.C. from the manufacturer's full line.
- E. Colors: As indicated in Finish Schedule.

### **2.3 PAINT SYSTEMS - INTERIOR**

- A. Concrete/Masonry, Opaque, Latex, Three coats: (New surfaces)
1. Block Filler: One Coat Spreading rate recommended by manufacturer to achieve a dry film thickness of 16 mils wet; 7.7 mils dry
    - a. Sherwin Williams Super PrepRite Block FillerCraft No. 285.
  2. 1st & 2nd Coat:S-W SuperPaint Zero VOC, Odor Eliminating, Formaldehyde reducing Technology, A86 Series (4.0 mils wet, 1.8 mils dry per coat).
  3. Use all all new walls.
- B. Concrete/Masonry, Opaque, Latex, 2 coat: (Existing surfaces)
1. Latex Primer Sealer: One Coat latex enamel spreading rate recommended by manufacturer to achieve a dry film thickness of 4 mils wet; 1.3 mils dry..
    - a. Sherwin Williams Multi-Purpose Interior Exterior Latex Primer EW
  2. Topcoat: Semi-gloss: One coat of latex enamel.
    - a. S-W SuperPaint Zero VOC, Odor Eliminating, Formaldehyde reducing Technology, A86 Series (4.0 mils wet, 1.8 mils dry per coat).
  3. Use for all existing walls.
- C. Concrete Floor Surface, Acrylic (Existing surfaces)
1. Latex Systems:
    - a. Semi-Gloss Finish:
      - a) 1st Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series.
      - b) 2nd Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series. (3.5 mils wet, 1.5 mils dry, per coat).
- D. Concrete: Ceilings (Existing surfaces)
1. Dryfall Waterborne Topcoat:
    - a. Flat Finish:
      - a) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series

### **2.4 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Fuller and D'Angelo, P.C. of unsatisfactory preparation before proceeding.

- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
  - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
  - 2. Concrete Floors and Traffic Surfaces: 8 percent.

### **3.2 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application. Refer to Allowance #5 for cleaning prior to start of construction.
- B. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- C. Concrete Floors and Traffic Surfaces: Remove contamination, acid etch and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- D. Cleaning Existing Walls: Remove all loose paint, plaster and other coatings.
  - 1. Working from bottom to top, apply prepared cleaning solution to a dry surface.
  - 2. Leave solution on the surface for 5-20 minutes. If solution begins to dry, reapply.
  - 3. Gently scrub heavily soiled areas.
  - 4. Rinse thoroughly with clean water with by masonry washing equipment generating 400-1000 psi with a water flow rate of 6-8 gallons per minute delivered through a 15-45 degree fan spray tip.
  - 5. Apply after wash. Let the Afterwash stay on the surface for three to five minutes.
  - 6. Pressure rinse from the bottom of the treated area to the top.

### **3.3 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.4 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

### **3.5 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.6 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**

**SECTION 22 0100**

**GENERAL CONDITIONS**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

**1.1 GENERAL CONDITIONS**

- A. Before submitting a proposal, Bidders shall examine all Drawings related to this work and shall become fully informed as to the extent and character of the work required and its relation to the other work in the building.
- B. Before commencing work, the Contractor will examine all conditions of the project upon which his work is in any way dependent for perfect workmanship according to the intent of this Specification. No "waiver of responsibility" for incomplete, inadequate or defective adjoining work will be considered unless notice has been filed by this Contractor and acceded to by the Owner's representative in writing before the Contractor begins any part of the work.
- C. The Contractor will pay for all licenses, permits and inspection fees required by civil authorities having jurisdiction. Comply with all laws, ordinances, regulations, fire Underwriters requirements applicable to work herein specified without additional expense to the Owner. (Also, local building code requirements.)
- D. It is specifically intended that anything (whether material or labor) which is usually furnished as a part of such equipment as is hereinafter called for (and which is necessary for the completion and proper operation) shall be furnished as part of this Contract without additional cost the Owner, whether or not shown in detail on the Drawings or described in the Specifications.
- E. When Drawings and Specifications conflict or there is a question as to the proper intent of this Contract, the Contractor shall assume the more expensive method in his pricing. All questions shall be directed to the Architect/Engineer in writing only and only up to ten (10) days prior to bidding.
- F. The Drawings indicate the general runs of the piping, ductwork, etc. systems and the location of equipment and apparatus, but it shall be understood that the right is reserved by the Architect/Engineer to change the location of piping work, ductwork, equipment and apparatus to a reasonable extent as building conditions may dictate, prior to their installation without extra cost to the Owner.
- G. Small scale drilling through walls and floors which may contain asbestos shall be performed by a person with a "restricted asbestos handler allied trades certificate" and shall have a copy of it in his possession at all times while working on the project.
- H. Any changes from the Drawings and Specifications and any interpretation thereof shall have the prior approval of the Architect/Engineer. The Contractor shall submit in writing, at the time of signing the Contract, any items of necessary labor and materials, which, in his opinion, are lacking in requirements of the Drawings and Specifications to insure a complete job in all respects. No consideration will be granted to alleged misunderstanding of materials to be furnished, work to be done, or conditions to be complied with, it being understood that the tender of a proposal carries with it the agreement to all items and conditions referred to herein or indicated on the accompanying Drawings.

**END OF SECTION**



**SECTION 22 0125**

**SCOPE OF WORK**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

**1.1 SCOPE OF WORK**

- A. The work under this section includes all labor, materials, equipment, tools, transportation, cutting and patching, excavation and backfill and the performance of all work necessary and required for the furnishing and installation complete of all Plumbing and Drainage work as shown on Contract Drawings, as specified herein and as otherwise required by job conditions or reasonably implied, including but not necessarily limited to the following:
1. Provide complete new and altered sanitary, storm, acid waste, vent and acid vent piping from all new plumbing fixtures connecting to existing sanitary and vent system. See front end spec for bedding requirements.
  2. Provide all new plumbing fixtures where indicated, complete including traps, stops, drains, strainers, tailpieces, etc.
  3. Provide complete new piping and final connections to equipment furnished under other Divisions.
  4. Provide all demolition, removal disconnecting, capping, sealing of all existing plumbing piping, apparatus, equipment, fixtures, specialties, accessories, etc. which are not included or incorporated in the new layout.
  5. Provide all required temporary connections to maintain all plumbing services without interruption.
  6. Pipe insulation.
  7. Tests and adjustments.
  8. This Contractor shall obtain all permits, bonds, approvals, etc. at no additional cost to the Owner.
  9. This Contractor shall provide shop drawings for all plumbing fixtures, piping, valves, insulation, equipment, etc.
  10. Cutting and Patching: See Front End Specifications for Trade Responsibilities.
  11. Excavation and Backfill: See Front End Specifications for Trade Responsibilities.
  12. Fire stopping per FM/UL and NFPA. Refer to Division 1.
- B. Coordination Drawings (if applicable): Attention is directed to Division 1 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".

**1.2 ALTERATION WORK**

- A. All equipment, piping, plumbing, fixtures, etc. to be removed, shall be disposed of or salvaged as directed by the Owner. They shall not be removed from the premises without Owners approval.
- B. All piping to be removed shall be properly plugged or capped so that upon completion of all new work, all abandoned piping shall be concealed in finished areas.
- C. No dead ends shall be left on any piping upon completion of job.
- D. The existing systems shall be left in perfect working order upon completion of all new work.
- E. Location and sizes of existing piping are approximate. Exact sizes and locations of all existing piping shall be verified on the job.
- F. All removals shall be removed from the site.

**END OF SECTION**

**SECTION 22 0160**

**SANITARY AND STORM DRAINAGE SYSTEMS**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 DESCRIPTION OF WORK**

- A. The work under this section includes all labor, materials, equipment and appliances necessary and required to completely install all drainage systems as required by the Drawings; code and as specified herein, including but not limited to the following:
- B. Complete sanitary drainage and venting systems including connections to the existing sanitary drainage and venting systems.
- C. Piping and final connections for equipment furnished under other Divisions.
- D. Alterations and removals to existing sanitary and vent systems.
- E. Tests.

**1.2 QUALITY ASSURANCE**

- A. All Cast Iron soil pipe and fittings shall bear the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and be listed by NSF International.
- B. Hubless Couplings:  
Standard, Stainless-Steel Shielded, Couplings: Standard Couplings shall conform to CISPI 310 and ASTM C 1277. Shield Assemblies shall consist of a stainless steel bi-directional corrugated shield; stainless-steel bands and tightening devices; and an ASTM C 564, rubber sleeve with integral center stop. Couplings shall bear the NSF Trademark, and be manufactured in the USA.

**PART 2 - PRODUCTS**

**2.1 PIPING AND FITTING MATERIALS**

- A. All indoor underground storm soil, waste and vent piping shall be service weight cast iron with fittings of bell and spigot type. All exterior underground storm soil and waste piping shall be extra heavy cast iron. Each length shall have the size, weight per foot and the manufacturer's name clearly cast or stamped thereon. Weight shall be as defined by the Plumbing Code. Fittings and traps shall be similarly marked and of corresponding weights.
- B. All above ground storm, soil, waste and vent piping and fittings 3" and larger shall be service weight and fittings of bell and spigot type as specified in paragraph above. Above ground waste and vent piping 2" and smaller shall be galvanized steel, fittings on waste piping shall be galvanized cast iron, recessed drainage pattern, fitting on vent piping shall be galvanized cast iron, beaded pattern, screwed joints shall be made up to be perfectly tight without the use of lead or filler of any kind, except oil or graphite. Nipples for galvanized pipe shall be shoulder type. No close nipples shall be permitted.

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- C. Joints shall be made with gasket or hemp or picked oakum and lead, at least 12 oz. of fine soft pig lead shall be used for each inch of diameter pipe used. Lead shall be run in one (1) pouring. All lead shall be pure and soft and of the best quality and shall be sufficiently heated to run joint full at one pouring without hardening. Dross shall not be allowed to accumulate in the melting pot. See 2.1, E. for joint options where permitted.
- D. All galvanized pipe and fittings shall be galvanized with prime western spelter by hot drip process.
- E. The Contractor has the option of using the following types of joints with hubless cast iron pipe only if approved by the governing agencies. These joints shall be used throughout the project. No mixing of joints shall be permitted.
  - 1. Neoprene gasketed joints similar to Ty-Seal (for above and underground application).
  - 2. Hubless cast iron pipe with neoprene gaskets and stainless steel clamps (by Clamp-All or equal) above ground only. All in accordance with Cast Iron Soil and Pipe Institute Standard 301 latest edition. Hangers and supports shall be in accordance with manufacturer's recommendations.
  - 3. Copper DWV system with 50-50 tin antimony solder, DWV with solvent welded or screwed joints meeting CS-270-65.
- G. Pump Discharge Piping
  - 1. Piping: Galvanized steel pipe, Schedule 40 with marker's name rolled into each length.
  - 2. Fittings:
    - a. Threaded: Galvanized malleable iron with flat band steam pattern. Cast iron drainage pattern for waste piping.
    - b. Mechanical Joints: Victaulic couplings style 07 for grooved piping only, with gasket.
    - c. Bolted flange with gasket.
  - 3. Joints: Teflon tape for threaded, Victaulic couplings for gasket for mechanical joint.
  - 4. Application: Schedule 40 steel for sewage ejector and sump pump discharge.

## 2.2 CLEANOUTS

- A. Provide easily accessible cleanouts where indicated at base of vertical stacks at ends of horizontal drainage lines and at intervals not exceeding 50 ft.; at each change of direction; on handholes of running traps, and where necessary to make entire drainage system accessible for rodding. Provide at least 18" clearance to permit access to cleanout plugs.
- B. Cleanouts for cast iron pipe shall consist of tarpped extra heavy cast iron ferrule caulked into cast iron fittings and extra heavy brass tapered screw plug with solid hexagonal unit. Cleanouts for wrought iron pipe shall consist of extra heavy brass screw plug in drainage fitting.
- C. Cleanouts turning out through walls and up through floors shall be made by long sweep ells or "Y" and 1/8 bends with plugs and face or deck plates to conform to Architectural finish in the room. Where no definite finish is indicated on the Architectural and/or Mechanical Drawings, wall plates shall be chrome plated cast brass and floor plates shall be nickel bronze.
- D. Cleanouts shall be full size at the pipe up to 6" inclusive. On larger size piping 6" size plugs shall be used.

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- E. Cleanout fittings in vertical stacks shall consist of tapped tees capable of receiving a rough brass raised head cleanout plug, J.R. Smith S-4730, Zurn Z1445-A-BP or approved equal.
- F. All cleanout plugs shall be brass lubricated with graphite before installation.
- G. Cleanouts occurring in cast iron soil pipe above floor at change of direction of pipe run and at ends of horizontal runs shall be J.R. Smith S-4425, Zurn Z1441-A-BP or approved equal with cast iron ferrule for caulk connection and fitted with a straight threaded tapered bronze plug with raised hex head.
- H. Cleanout deck plates for finished areas shall be similar and equal to J.R. Smith 4020 series, Zurn ZB1400-X or approved equal with cast iron ferrule, scoriated cutoff sections, brass cleanout plus collar with brass bolts for waterproofed slabs. In tile floor areas the cleanout deck plates shall be recessed to tile.

### **2.3 FLASHING**

- A. Provide 6 lb. lead flashing extending at least 10" beyond edge of all floor drains and vents through roof and all floor sleeves in floors with waterproofing or vapor barriers. Flashing shall be held securely in by clamping devices.
- B. All floor drains shall be provided with flashing rings and 24" square 6 lb. sheet lead flashing, properly flashed into flashing ring of the drain.

### **2.4 SANITARY DRAINAGE**

- A. A complete system of drainage shall be provided as shown on the Drawings. The system shall include all drains, leaders, branches, house drains with all pipe fittings, hangers, anchors, etc. to make a complete sanitary drainage system. The systems shall extend through house drains and terminate as indicated on the Drawings.
- B. Piping shall be sizes as indicated on the Drawings. The sanitary drains shall have a pitch of 1/8" per ft. minimum unless otherwise noted. Branch connections to stacks and house drains shall pitch a minimum of 1/8" per ft.

### **2.5 PIPING AND FITTINGS**

- A. Provide piping of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF PIPING**

- A. The size of soil, waste and vent piping shall be as determined by the State codes, rules and regulations for plumbing and drainage, except where specifically noted to be larger by the Specifications or Drawings and all fixed rules of installation, as set forth in the codes, rules and regulations, shall be followed as part of the Specifications.
- B. This Contractor shall examine carefully the Architectural plans in detail and familiarize himself with all conditions relative to the installation of piping, particularly where same is concealed behind furring or in hung ceilings.
- C. In no case shall this Contractor permit his pipes to be exposed beyond finished plaster lines unless specifically shown on Drawings. He shall consult with the Contractors of other trades in the building and install his piping in such a way as to least interfere with the installation of other trades.

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- D. Piping shall be installed, whether indicated or not, so to rise and/or drop to clear any and all conduits, lighting fixtures, ductwork and heating mains to maintain the desired clear heights. This Contractor shall consult with the Contractors of other trades and facilitate the erection of the equipment and piping.
- E. Run piping straight and as direct as possible in general forming right angles with or parallel to walls or other piping. Risers and stacks shall be erected plumb and true. After cutting, all pipes shall be reamed out to full bore and before erection the inside of all pipes shall be thoroughly cleaned.
- F. No piping or work shall be concealed or covered until all required tests have been satisfactorily completed and work had been approved by the Architect and all other authorities having jurisdiction.
- G. Branch connections shall be made with "Wye" and long "Tee-Wye" fittings, short 1/4 bends, common offsets and double hubs will not be permitted. Short "Tee-Wye" fittings are to be used in vertical piping only. All fittings shall conform to code requirements.
- H. Cleanouts shall be provided at foot of all stacks, at changes of directions, at the ends of branch runs where shown and as required by code and shall be terminated as described under cleanouts.
- I. The house drains must be run at a minimum grade of 1/8" per ft. downward in the direction of flow. Wherever possible, a 1/4" per ft. pitch shall be maintained. Branch connections to stacks from fixtures shall pitch 1/4" per ft. where possible. Attention is again called to the necessity of maintaining the ceiling heights established.
- J. Furnish and install complete systems of vent pipes from the various plumbing fixtures and other equipment to which drainage connections are made. Vent pipes shall be connected to the discharge of each trap and shall be carried to a point above the ultimate overflow level of the fixture before connecting with any other vent pipe; in general, this will be approximately 3'-6" above the finished floor. Branches shall be arranged to pitch back to fixtures.
- K. The individual vent pipes shall be collected together in branch vent lines and connected to existing vent connections through roof.
- L. Any existing vents through roof, damaged, or if flashing on roof comes loose while connecting new vent to them shall be repaired and reflashed to the roof as required to maintain waterproofing the satisfaction of the Architect.

**END OF SECTION**

**SECTION 22 0300**

**PLUMBING FIXTURES AND EQUIPMENT**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 DESCRIPTION OF WORK**

- A. The work under this section shall consist of furnishing all labor, materials, equipment and appliances necessary and required to completely do all plumbing fixture work, as required by the Drawings and as specified herein, including but not limited to the following: plumbing fixtures, traps, fittings, trimmings, brackets, plates, anchor, chair carriers and supports.
- B. Just before the Owner's taking over the work in the building, this Contractor shall thoroughly clean all fixtures furnished and set under this Contract, leaving every fixture in perfect condition and ready for use.
- C. Submit shop drawings and roughing sheets for all equipment for checking and approval.

**PART 2 - PRODUCTS**

**2.1 PLUMBING FIXTURES AND EQUIPMENT**

- 1. Floor Drains:  
Josam series 30000A or Zurn Z415 type "B" coated cast iron, two piece body with double drainage flange, flashing collar, weepholes, bottom outlet and adjustable strainer.
- 2. Sump Pump Duplex:  
Furnish and install as shown on Drawings, B&G model 2DWC, suspended wet pit sump pump unit. Pump shall have a non-clog impeller and stainless steel shaft. Motor shall have drip-proof enclosure with drip canopy. Pumps shall be controlled by an enclosed float switch actuated by copper float, brass rod and adjustable stops. Provide built-in overload protection. Provide custom support plate with access door.
  - a. SP-1 pump shall be 40 gpm at 3500 rpm, 30 ft. of head and 3/4 hp, 208 volts, 1 phase, 60 hz.
  - b. Pumps shall be driven through a flexible coupling by a vertical mounted standard NEMA frame motor in an open, drip-proof housing.
  - c. Furnish and install a model A2D float switches. Furnish an auxiliary float switch to turn on pump if the float switch is inoperative. Each switch shall have a copper float with adjustable stops and "T" shaped float bracket. Furnish a compression tube type high water alarm actuator and a 4 inch, 110 volt alarm bell. Both pumps shall operate if water reaches top float switch.
  - d. Furnish and install a magnetic starter for motor in a NEMA-1 general purpose enclosure with overload protection on each phase and a hand-off automatic selector switch in the cover.
  - e. Provide 2" lift out rail with 304 stainless steel pump adapter and guide bracket.
  - f. See detail on drawing for custom field fabricated basin, grate, etc.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. All fixtures shown on Drawings shall be set, connected and tested by the Contractor. He shall also make all water; soil, waste, vent and other service connections to fixtures as shown on Drawings or as directed and shall set, furnish, connect and test all necessary fittings.
- B. All pipes at fixtures passing into walls, floors or partitions shall be provided with heavy cast brass escutcheons and security (tamperproof) set screws finished to match the pipe. No "waiving" of this section will be permitted.
- C. All fittings escutcheons, faucets, traps, exposed piping etc. shall be brass, chrome plated over nickel plate with polished finish. Any visible hanger nuts shall be security (tamperproof) type and shall likewise be chrome plated over nickel plate.
- D. This Contractor shall be responsible for protecting all plumbing fixtures including in these Specifications against injury from the building materials, tools and equipment. Any fixtures damaged during the construction period shall be replaced new. After all fixtures are set, this Contractor shall carefully grout all around fixtures.

**END OF SECTION**

**SECTION 22 0420**

**SUPPORTS, SLEEVES AND PLATES**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 DESCRIPTION OF WORK**

- A. This Contractor shall furnish and install all plates, hangers and supports for his piping.
- B. All piping shall be hung or supported from structural members only.

**PART 2 - PRODUCTS**

**2.1 PIPING**

- A. All piping shall be supported from building structure in a neat and workmanlike manner wherever possible, parallel runs of horizontal piping shall be grouped together on trapeze hangers. Vertical risers shall be supported at each floor line with steel pipe clamps. Use of wire perforated metal to support pipes will not be permitted. Hanging pipes from other pipes will not be permitted.
- B. Necessary structural members, hangers and supports of approved design to keep piping in proper alignment and prevent transmission of injurious thrusts and vibrations shall be furnished and installed. In all cases where hangers, brackets, etc., are supported from concrete construction, care shall be taken not to weaken concrete or penetrate waterproofing.
- C. All hangers and supports shall be capable of screw adjustment after piping is erected. Hangers supporting piping expanding into loops, bends and offsets shall be secured to the building structure in such a manner that horizontal adjustment perpendicular to the run of piping supported may be made to accommodate displacement due to expansion. All such hangers shall be finally adjusted, both in the vertical and horizontal direction, when the supported piping is hot.
- D. Pipe hangers shall be as manufactured by Grinnell, whose catalog numbers are given herein, or equivalent Carpenter and Paterson, or F&S Mfg. Co.
- E. Piping shall be supported as follows unless otherwise indicated on the Drawings:
  - 1. Piping: 1-1/2 inch and smaller Fig. #260 adjustable clevis hanger. 2 inch and larger Fig. #174 one-rod swivel roll hanger.
  - 2. Two-rod hangers shall be used for piping close to the ceiling slab or where conditions prohibit use of other hanger types.
  - 3. Anchors for hanger rods shall be Phillips "Red Head" self-drilling type. Anchors shall be placed only in vertical surfaces.
  - 4. Spacing of pipe supports shall not exceed 6 feet for pipes up to 1-1/2 inch and 10 feet on all other piping.
  - 5. Hangers shall pass around insulation and a 16 gauge steel protective band; 12 inch long shall be inserted between hangers and insulation.

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6. All piping shall be supported to allow free movement where expanding or contracting. Pipe shall be anchored as required or directed.
  7. All lateral runs of piping shall be securely supported on hangers, rolls, brackets, etc. and in a manner to allow for proper expansion and elimination of vibration.
  8. 2 inch and smaller pipe, where run on walls, shall be supported on wrought iron "J" hook brackets with anchor bolts.
  9. All horizontal pipe, where run overhead or on walls, shall be supported as follows unless otherwise indicated: On adjustable steel clevis type hangers suspended on hanger rods, pipe sizes up to and including 4 inch.
- F. Space limitations in hung ceilings spaces and conditions in other locations may require use of other type of hangers than those specified above. Suitable and approved pipe hangers shall be provided for such job conditions.
- G. All supports shall be fastened to structural members or additional steel supports furnished by this Contractor.
- H. Hanger rods shall be steel, threaded with nuts and lock nuts, sizes in accordance with following schedule:

<u>Pipe Size</u>	<u>Rod Size</u>
3/4" to 2" inclusive	3/8"
2-1/2" and 3" inclusive	1/2"
4" and 5" inclusive	5/8"
6"	3/4"
8" to 12" inclusive	7/8"

- I. Cast iron piping shall be supported at intervals of not more than (5) feet (at each hub) on straight runs.

### **PART 3 - EXECUTION**

#### **3.1 PIPING**

- A. Where pipes pass through masonry, concrete walls, foundations, or floors, this Contractor shall set sleeves as are necessary for passage of pipes. These sleeves shall be of sufficient size to permit insulation where required to be provided around pipe passing through. This Contractor shall be responsible for exact location of these sleeves.
- B. Sleeves shall not be used in any portion of building where use of same would impair strength or construction features of the building. Inserts for supporting lateral pipes and equipment shall be placed and secured to form work, and all sleeves inserts locations shall be thoroughly checked with Architect so as not to conflict with other trades.
- C. Where pipes pass through floor or walls, they shall be provided with chromium plated escutcheons.
- D. Anchor horizontal piping where indicated and wherever necessary to localize expansion or prevent undue strain on branches. Anchors shall be heavy forged construction entirely separate from supports.

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- E. Anchor vertical piping wherever indicated and wherever necessary to prevent undue strains on offsets and branches. Anchors, unless otherwise noted shall be heavy steel clamps securely bolted and welded to pipes. Extension ends shall bear on building construction.
- F. Auxiliary steel supports that may be required for all mechanical equipment shall be furnished and installed by this Contractor.
- G. All operating equipment including pumps, piping, etc. shall be supported so as to produce minimum amount of noise transmission.

**END OF SECTION**



**SECTION 22 0470**

**TESTS AND ADJUSTMENTS**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

**1.1 TESTS AND ADJUSTMENTS**

- A. The Contractor shall, at his own expense, during the progress of the work or upon its completion as ordered make such tests as are specified or as required by and in the presence of the Architects, Building Inspectors, etc. At least 48 hours' notice shall be given in advance of all tests.
- B. The Contractors shall provide all apparatus, temporary work or other requirements necessary for all tests. He shall take all due precautions to prevent damage to the building, its contents or the work of the other Contractors, that may be incurred by all tests. This Contractors shall also be responsible for the work of other Contractors that may be damaged or disturbed by the tests or the repair or replacement of his work, and he shall without extra charges, restore to its original condition, any work of other Contractors to do the work of restoration.
- C. Tests on the various systems may be conducted in sections as the work progresses or when the systems are completed.
- D. No caulking of pipe joints to remedy leaks will be permitted except where joints are made with lead and oakum.
- E. Each section of the sanitary, storm and vent piping tested shall have all openings tightly closed with screw plugs, or equal device. The drainage and vent systems shall be filled with water and proven tight under a 10'-0" head for a minimum of four (4) hours. Water level must remain constant through test without adding water.
- F. Upon final completion of the sanitary systems and when all fixtures and appurtenances have been set and the systems are in complete working order, all traps in the systems shall be filled with water and a thick penetrating smoke shall be introduced into the entire system.
- G. As smoke appears at the stack openings on the roof, such openings on the roof shall be tightly closed and a pressure equivalent to 1-1/2 inch of water shall be maintained during the test. Oils of peppermint shall be added at the smoke making machines so that any leakage is readily discernible.
- H. Before any covering is applied to the domestic water piping systems, the entire domestic water piping systems shall be hydrostatically tested for eight (8) hours to a hydraulic pressure of 125 psig.
- I. At the completion of the test, Contractor shall furnish the Owner with one (1) copy of test certificates as issued by the insurance company.
- J. Adjustments: Tests and adjustments shall be repeated as often as necessary until the systems are tight and are to the entire satisfaction of the Plumbing Inspector, Engineers and any other authorities having jurisdiction.
  - 1. Contractor is to thoroughly instruct the building custodian in the proper care and operation of the entire system. Contractor shall prepare for use by custodian, detailed brochures of instructions in non-technical terms, describing the maintenance and operation of all fixtures, apparatus, valves, controls etc. furnished by him.

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2. Should any part of the work performed under this Contract fail to function because of cracked piping, obstructions, debris in piping, leaks in piping or any other cause, this Contractor shall disconnect, clean and reconstruct the work at his own expense and pay for any damages to adjoining work.
3. Water flow is to be balanced and adjusted to all flush valves, faucets, etc.
4. All parts of the plumbing system are to be thoroughly flushed until cleared of all grease and sediment and all dirt pockets cleaned. Repeat as often as necessary, open all cleanouts and reset in graphite.
5. All new motors shall be oiled as required.
6. All new valves are to have stuffing boxes packed and adjusted.

**END OF SECTION**

**SECTION 22 0480**

**TAGS, CHARTS AND IDENTIFICATION**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 TAGS, CHARTS AND IDENTIFICATION**

- A. Every valve installed under this Contract shall be tagged or labeled as follows: Tag shall be etched brass securely fastened to valve handwheels with heavy brass "S" hooks, soldered closed. At lock shield and similar type valves, tags for same shall be securely wired to valve body.
- B. Charts shall be provided for each piping system, as approved and shall consist of schematic diagrams of piping layouts showing and identifying each valve and piece of equipment etc., and its use. Upon completion one (1) copy of diagrams and valve charts suitably framed under glass, shall be furnished and mounted where directed. One (1) copy of diagrams and valve charts shall be delivered to Owner.
- C. This Contractor shall provide on all piping, semi-rigid, wrap around plastic identification markers equal to Seton Snap-Around and/or Seton Strap-On pipe markers.
- D. Each marker background is to be appropriately color coded with a clearly printed legend to identify the contents of the pipe. Directions of flow arrows are to be included on each marker.
- E. Identification of all piping shall be adjacent to each valve, at each pipe passage through wall, floor and ceiling construction and at each branch and riser take-off.
- F. Identification shall be on all horizontal pipe runs, marked every 15 ft. as well as at each inlet outlet of equipment at changes in direction.

**END OF SECTION**



**SECTION 22 0490**

**GUARANTEE**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

**1.1 GUARANTEE**

- A. The Contractor shall remove, replace and/or repair at his own expense and at the convenience of the Owner, any defects in workmanship, materials, ratings, capacities and/or characteristics occurring in the work within one (1) year or within such longer period as may be provided in the Drawings and/or Section of the Specifications, which guarantee period shall commence with the final acceptance of the entire Contract in accordance with provisions stated in the General Conditions, and the Contractor shall pay for all damage to the system resulting from defects in the work and all expenses necessary to remove, replace and/or repair and any other work which may be damaged in removing, replacing and/or repairing the work.

**END OF SECTION**



**SECTION 26 01 00**

**GENERAL CONDITIONS**

**PART 1 - GENERAL**

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section.

**1.1 DESCRIPTION OF WORK**

- A. It is the intention of the Specification and Drawings to call for finish work, tested and ready for operation.
- B. Any apparatus, appliance material or work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories or ancillary devices necessary to make ready for operation even if not particularly specified, shall be furnished, delivered and installed under their respective Division without additional expense to the Owner.
- C. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the work as though they were hereinafter specified or shown.
- D. Work under each section shall include giving written notice to the Architect of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules and regulations of authorities having jurisdiction; and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that work under each section has included the cost of all necessary items for the approved satisfactory functioning of the entire system without extra compensation.
- E. Small scale drilling through walls and floors which may contain asbestos shall be performed by a person with a "restricted asbestos handler allied trades certificate" and shall have a copy of it in his possession at all times while working of the project.

**1.2 DRAWINGS**

- A. Drawings are diagrammatic and indicate the general arrangement of the system and work included in the Contract. (Do not scale the drawings). Consult the Architectural Drawings and details for exact location of fixtures and equipment; where same are not definitely located, obtain this information from the general construction supervisor.
- B. Work under each section shall closely follow Drawings in layout of work; check Drawings of other Divisions to verify spaces in which work will be installed. Maintain maximum headroom; do not begin work until unsatisfactory conditions are corrected.
- C. Make reasonable modifications in the layout as needed to prevent conflict with work of other Sections of the Specifications or for proper execution of the work.
- D. It shall be understood that the right is reserved by the Architect/Engineer to change the location of equipment and apparatus to a reasonable extent as building conditions may dictate, prior to their installation without extra cost to the Owner.

**1.3 SURVEYS AND MEASUREMENTS**

- A. Base all measurements, both horizontal and vertical, from established benchmarks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.

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- B. Before proceeding with the work resolve discrepancies between actual measurements and those indicated, which prevent following good practice or intent of the Drawings or Specifications.

#### 1.4 CODES AND STANDARDS

- A. The Codes and Standards listed below apply to all Electrical work codes or standards that are mentioned in these Specifications; the latest edition or revision shall be followed:
  - 1. NEMA - Standards
  - 2. ANSI CI - National Electrical Code (NFPA 70)
  - 3. ANSI C50.13 - Rotating Electrical Machinery
  - 4. NEMA MG2 - Construction and guide for selection, installation and use of electric motors.
  - 5. NEMA MG1 - Motors and Generators
- B. The following State and Local Codes shall apply: New York State Uniform Fire Prevention and Building Code, and Local Building Codes.
- C. The following abbreviations are used within this Division of the Specifications:
  - 1. IES - Illuminating Engineering Society.
  - 2. NEC - National Electrical Code
  - 3. ANSI - American National Standards Institute
  - 4. ASTM - American Society for testing and materials
  - 5. EPA - Environmental Protection Agency
  - 6. IEEE - Institute of Electrical and Electronic Engineers
  - 7. NEMA - National Electrical Manufacturers Association
  - 8. NFPA - National Fire Protection Association.
  - 9. OSHA - Occupational Safety and Health Administration
  - 10. UL - Underwriter's Laboratories

#### 1.5 PERMITS AND FEES

- A. Give all necessary notices, obtain all permits and pay all Government and State sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with work of this Division. File all necessary plans, prepare all documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction; obtain all necessary certificates of inspections for his work and deliver a copy to the Architect before request for acceptance and final payment for the work. Pay fees for utility construction/connections.
- B. Include in the work, without extra cost to the Owner, any labor, materials, services, and apparatus, Drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the Drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the rules and recommendations of the National Fire Protection Association, with the requirements of the local utility companies, with the recommendations of fire insurance rating organization having jurisdiction and with the requirements of all governmental departments having jurisdiction.
- D. All materials and equipment for the electrical portion of the mechanical systems shall bear the approval label of or shall be listed by the Underwriter's Laboratories, Inc.

#### 1.6 TEMPORARY LIGHT AND POWER

- A. The Contractor shall furnish, install, maintain and, upon direction to do so, remove system of temporary lighting and power for the use of all construction trades.

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- B. The Electrical Contractor shall provide adequate electrical service for the needs of all Contracting Trades.
- C. Wiring shall be provided for temporary use during building construction, including grounding and fused main cut-off switches. Temporary electric lines with branch switches shall be provided for lighting and for taps for electric tools, pumps and other temporary equipment; all connected to a main line looped through floor spaces and up stair wells or shafts. All power outlets shall be grounded to an equipment ground wire in an approved manner. Electric lines shall be extended to power tools, which cannot be located within reach of extension cords.
- D. Light bulbs shall be provided in sufficient quantity to light the building for safety purposes. Extension cords shall be provided as may be essential to the proper execution of the work. Temporary lighting shall be provided for all stairs and other locations where needed for safety or the proper execution of the work.
- E. The Electrical Contractor shall maintain temporary lighting and power systems in good working condition, including the relocation and reinstallation when required to avoid interference with the progress of construction.
- F. Provide ground-fault personnel ampere protection for all single phase, 15 and 20 ampere receptacles. All receptacles and portable cord connectors shall have NEMA standard locking type configurations.
- G. The Electrical Contractor shall turn lights on and off at the beginning and end of each working day of any trade unless otherwise directed. He shall arrange for all temporary light and power for all trades which do not have holidays (days off) similar to the electrical trade. The Electrical Contractor shall patch and repair all openings left damaged by the installation and removal of the temporary light and power.

**1.7 MANUFACTURER'S IDENTIFICATION**

- A. Manufacturer's nameplate, name or trademark and address shall be attached permanently to all equipment and materials furnished under this Division. The nameplate of a contractor or distributor may not be used.

**1.8 SHOP DRAWINGS**

- A. Submit for approval detailed shop drawings of all equipment and materials in accordance with working procedures.
- B. Furnish all necessary templates and patterns for installation work and for the purpose of making adjoining work conform; furnish setting plans and shop details to other trades as necessary.
- C. Submit shop drawings for the following:
  - 1. Overcurrent protective devices.

**1.9 MATERIALS AND WORKMANSHIP**

- A. All materials and apparatus necessary for the work, except as specifically indicated otherwise, shall be new, of first class quality and shall be furnished, delivered, erected, connected and finished in every detail and shall be so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality of material is given, a first class standard article as accepted by the Architect shall be furnished.
- B. Furnish the services of an experienced Superintendent who shall be constantly in charge of the installation of the work, together with all skilled workmen, helpers, and labor to unload, transfer, erect, connect up, adjust, start, operate and test each system.
- C. Unless otherwise specifically indicated on the Drawings or Specifications, all equipment and materials shall be installed in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

**1.10 PROTECTION**

- A. Work under each Section shall include protecting the work and materials of all other Sections from damage from work or workmen and shall include making good all damage thus caused. Be responsible for work and equipment until finally inspected, tested, and accepted; protect work against theft, injury or damage; and carefully store material and equipment received on site, which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing or other foreign material.
- B. Work under each section includes receiving, unloading, uncrating, storing, protecting, setting in place and connecting up completely of any equipment supplied under each section. Work under each section shall also include exercising special care in handling and protecting equipment and fixtures, and shall include the cost of replacing any of the above equipment and fixtures which are missing or damaged by reason of mishandling or failure to protect on the part of the Contractor.

**1.11 BASES AND SUPPORTS**

- A. Unless specifically noted otherwise, provide all necessary supports, pads, bases, and piers required for all equipment under this Division. Provide all temporary bases and supports as required.
- B. All equipment, unless shown otherwise, shall be securely attached to the building structure. Attachments shall be of a strong and durable nature; any attachments that are, insufficient, shall be replaced as directed by the Architect.

**1.12 SLEEVES, INSERTS AND ANCHOR BOLTS**

- A. All conduits passing through floors, walls or partitions shall be provided with sleeves having an internal diameter one inch larger than the outside diameter of the conduit, or insulation enclosing the conduit.
- B. Furnish all sleeves, inserts, and anchor bolts necessary to be installed under other sections of the Specifications to accommodate work of this section.
- C. Sleeves through outside walls shall be cast iron sleeves with intermediate integral flange. Sleeves shall be set with ends flush with each face of wall. The remaining space shall be packed with oakum to within 2 inches of each face of the wall. The remaining shall be packed and made watertight with a waterproof compound.
- D. Sleeves through concrete floors or interior masonry walls shall be schedule 40 black steel pipe, set flush with finished walls or ceiling surfaces but extending 2 inches above finished floors.
- E. Sleeves through interior partitions shall be 22 gauge galvanized sheet steel, set flush with finished surfaces or partitions.
- F. Inserts shall be individual or strip type of pressed steel construction with accommodation for removable nuts and threaded rods up to 3/4" inch diameter, permitting lateral adjustment. Individual inserts shall have an opening at the top to allow reinforcing rods up to 1/2" diameter to be passed through the insert body. Strip inserts shall have attached rods having hooked ends to allow fastening to reinforcing rods. Inserts shall be as manufactured by Carpenter and Patterson, Inc. or Grinnell Co., Inc.
- G. Penetrations through fire-rated walls, ceilings and floors in which cables, conduits pass, shall be sealed by a UL approved fire stop fitting classified for an hourly rating equal to the fire rating of the floor, wall or ceiling shall be Gedney Fire Seal Type CFSF of CAPS.

**1.13 PAINTING**

- A. All finish painting in finished areas shall be performed by others.

- B. All materials shipped to the job site under the Division, such as panels and plates, shall have a prime coat and standard manufacturer's finish unless otherwise specified.
- C. Inaccessible conduits, hangers, supports and anchors and ducts shall be coated prior to installing.
- D. All components of the fire alarm system raceway shall be painted red. This includes but is not limited to conduit, junction boxes, pull boxes.

**1.14 CUTTING AND PATCHING**

- A. All cutting and patching required for the work of this Division shall be done by this Division.
- B. Work under this Division shall include furnishing, locating and setting inserts and/or sleeves. Do all drilling and cutting necessary for the installation.
- C. All holes cut through concrete slabs and structural steel shall be punched or drilled from the underside. No structural member shall be cut without the written acceptance of the Architect and all such cutting shall be done in a manner directed by him.
- D. Refer to Division 1 for additional requirements.

**1.15 SCAFFOLDING, RIGGING, HOISTING**

- A. Furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished under this Division. Remove same from premises when no longer needed.

**1.16 EXCAVATING AND BACKFILLING**

- A. All excavation and backfilling for the work of this Division shall be performed by Division 2.

**1.17 WATERPROOFING**

- A. Where any work penetrates waterproofing, including waterproof concrete and floors in wet areas. Submit proposed method of installation for review by the Architect before beginning work. Furnish all necessary sleeves, caulking and flashing necessary to make opening absolutely watertight.

**1.18 ACCESSIBILITY AND ACCESS PANELS**

- A. Be responsible for the sufficiency of the size of shafts and chases, the adequate thickness of partitions, and the adequate clearance in double partitions and hung ceilings for the proper installation of the work of this Division.
- B. Locate all equipment, which must be serviced, operated or maintained in fully accessible positions. Minor deviations from Drawings may be allowed for better accessibility with approval of the Architect.

**1.19 CLEANING**

- A. Thoroughly clean all equipment of all foreign substances inside and out before being placed in operation.
- B. If any foreign matter should stop any part of a system after being placed in operation, the system shall be disconnected, cleaned and reconnected whenever necessary to locate and remove obstructions. Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.
- C. Upon completion of work remove from the premises all rubbish, debris, and excess materials. Any oil or grease stains on floor areas caused by work of this Division shall be removed and floor areas left clean.

**1.20 RECORD DRAWINGS**

- A. Maintain at the job site a record set of Electrical Drawings on which any changes in location of equipment, panels, devices, and major conduits shall be recorded. Indicate dimensions of all items installed underground or in concrete.

**1.21 OPERATING INSTRUCTIONS**

- A. Upon completion of all work and all tests, the Contractor shall furnish the necessary skilled labor and helpers for operating his system and equipment for a period specified under each applicable Section of this Division. During this period, he shall instruct the Owner or his representative fully in the operation, adjustment and maintenance of all equipment furnished. Give at least 7 days notice to the Owner in advance of this period.
- B. Furnish four complete bound sets for delivery to the Architect of typewritten or blueprinted instructions for operating and maintaining all systems and equipment included in this Division. All instruction shall be submitted in draft for review prior to final issue. Manufacturer's advertising literature or catalogs may not be used for operating and maintenance instruction.
- C. In the above-mentioned instructions, include the maintenance schedule for the principal items of equipment furnished under this Division.
- D. The manufacturer shall attest in writing that his equipment has been properly installed prior to start. The following is some of the equipment necessary for this inspection: fire alarm system. These letters will be bound into the operating and maintenance books.

**1.22 ADJUSTING AND TESTING**

- A. After all equipment and accessories to be furnished are in place, they shall be put in final adjustment and subjected to such operating tests as will assure the Architect that they are in proper adjustment and in satisfactory permanent operating condition.
- B. This particular work shall include the services of a factory engineer to inspect the installation and assist in the initial startup and adjustment to the equipment. The period of these services shall be for such time as necessary to secure proper installation and adjustments. After the equipment is placed in permanent operation, there shall be furnished the service of said engineer for the purpose of supervising the initial operation of the equipment and to instruct the personnel responsible for operation and maintenance of the equipment.
- C. At the completion of the job when all panels, devices, etc. are at full working load the Contractor shall provide infrared scan thermographic inspection test of all connection points, terminals, etc. of wires #8 AWG and larger to detect "hot-spots" in the electrical current flow. Correct all hot-spots.

**1.23 UNDERWRITER'S LABEL**

- A. All electrical equipment and materials shall be new and shall comply with the standards of and shall bear the label of the Underwriter's Laboratories.

**1.24 ELECTRICAL SAFETY INSPECTION**

- A. Electrical Contractor shall arrange for an Electrical Safety Inspection to be performed by the Local Inspection Agency (i.e.: New York Electrical Inspection Services, Atlantic Inland, Middle Department Inspection Agency). A Certificate of Compliance "Underwriter's Certificate" shall be issued to the Owner. All costs and coordination required shall be included in this Contractors Base Bid.

**END OF SECTION**

**SECTION 26 0125**

**SCOPE OF WORK**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

**1.1 SCOPE OF WORK**

- A. The work under this section includes all labor, materials, equipment, tools, transportation and the performance of all work necessary and required for furnishing and installing all Electrical work shown on the Contract Documents, as specified herein and as otherwise required by job conditions or reasonably implied, including, but not necessarily limited to the following:
1. Modifications to existing electrical distribution system as indicated on the Drawings.
  2. Conduit, conduit fittings, junction and pull boxes and all appurtenances necessary for the raceway systems including necessary supports and fasteners.
  3. Electrical conductors, connectors, fittings and connection lugs.
  4. Branch circuit devices, outlet boxes, pull boxes, motor disconnect switches, etc.
  5. Power wiring to Plumbing equipment including disconnect switches as shown and/or required by NEC.
  6. Lighting fixtures and lamps including site lighting and occupancy sensor.
  7. Core drilled holes for conduit passing through walls, ceilings and floors.
  8. All necessary cutting, patching and core drilling incidental to the electrical work.
  9. Temporary light and power.
  10. Licenses, permits, inspection and approvals.
  11. Grounding as required as per NEC.
  12. Sleeves for conduit and watertight caulking between conduit and sleeve.
  13. Testing.
  14. Cutting, patching and drilling.
  15. Excavation and backfill by others. Sand bedding by Electrical Contractor.
- B. Coordination Drawings (if applicable): Attention is directed to Division 1 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".

**1.2 WORK NOT INCLUDED**

A. The following related items will be done by others:

1. Furnishing motors and controllers.
2. Concrete work.
3. Excavation and backfill.

**END OF SECTION**

**SECTION 26 0150**

**APPROVED MANUFACTURERS**

**PART 1 - GENERAL**

Applicable provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

**1.1 APPROVED MANUFACTURERS**

- A. The following list of manufacturers constitutes an approved list:
- |    |                          |  |
|----|--------------------------|--|
| 1. | Disconnect Switches      | Siemens, Square D, GE  |
| 2. | Conduit (steel)          | Walker, Youngstown, Steelduct, Triangle                        |
| 3. | Conduit Fittings (steel) | Appleton, Crouse-Hind, O-Z, T & B, M & W                       |
| 4. | Wire and Cable           | General, South Wire, Triangle, Rome, Hatfield, Crescent, Cerro |
| 5. | Splicing Connectors      | 3M, O-Z, Thomas & Betts  |
| 6. | Outlet Boxes             | Appleton, National, Steel City, Raco                           |
| 7. | Wiring Devices           | Arrow-Hart, Hubbell, P & S                                     |
- B. All materials and appliances shall have listing of Underwriters Laboratories, Inc. and be so labeled, or shall conform to their requirements, in which case certified statements to that effect shall be furnished by the manufacturer with a copy of an examination report by a recognized independent testing laboratory acceptable to the Architect and his Engineer. Use new materials and appliances throughout.
- C. Where several types or makes of materials are specified, the Contractor has the option of using any of these, but after a type or make has been selected and has received the approval of the Architect, it shall be used throughout.
- D. The Contractor shall provide all structural supports for the proper attachment of equipment supplied by him and also for all equipment supplied to him under other sections of the Specifications for mounting and connections.
- E. Secure all equipment to the building structure independently. Do not secure to work of other trades such as ceiling lath, piping racks, etc., unless specified or noted otherwise.
- F. Wall mounted equipment shall be directly secured to wall by means of steel bolts. Maintain at least 1/4" air space between equipment and supporting wall. Pre-fabricated steel channels providing a high degree of mounting flexibility, such as those manufactured by Kindorf and Unistrut, shall be used for mounting arrays of equipment.
- G. All fastening, supports, hangers, anchors, etc., shall be of a type made for the specific purpose. On masonry walls, metallic expansion shield and machine screws shall be used. Screws with wooden plugs or anchors will not be acceptable on any part of the work.

**END OF SECTION**



**SECTION 26 0300**

**WIRE AND CABLE**

**PART 1 - GENERAL**

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to wire and cable in raceway specified in other sections to complete all work shown on the Drawings or specified herein.

**PART 2 - PRODUCTS**

**2.1 BUILDING WIRE**

- A. Thermoplastic-insulated building wire: Type THHN.
- B. Rubber insulated building wire: NEMA WC 3.
- C. Feeders and branch circuits larger than number 6 AWG: Copper, stranded conductor, 600 volt insulation, type THHN.
- D. Feeder and branch circuits 6 AWG and smaller: Copper conductor, 600 volt insulation, THWN/THHN, 6 and 8 AWG, stranded conductor; Smaller than 8 AWG, solid conductor.
- E. Service feeders and branch circuits in conduit in contact with earth shall be type XHHW.
- F. Control circuits: Copper, stranded conductor 600 volt insulation, THHN.

**2.2 ARMORED CABLE**

- A. BX or pre-manufactured cables are not acceptable except for Type MC for branch wiring after the first junction box (for receptacle and lighting branch circuits) and final connections to motors in interior dry accessible locations, minimum length shall be 18" with a maximum length of 6' for motors.
- B. Type MC fire alarm cable with red stripe for concealed fire alarm wiring as manufactured by AFC series 1800.
- C. Armored cable, Type MC size 14 through 6 AWG: Copper conductor, 600 volt thermoplastic insulation, rated 90 degrees C., with separate green ground conductor.

**2.3 REMOTE CONTROL AND SIGNAL CABLE**

- A. Control cable for class 2 or class 3 remote control and signal circuits:
- B. Copper conductor, 300 volt insulation, rated 60 degree C, individual conductors twisted together shielded and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts and plenums. Verify wiring type with manufacturer.

## 2.4 COLOR CODING

- A. All wiring shall be color-coded. Neutral wire shall be white throughout and each phase wire shall be identified any place in the system by its color code. All conductors in panel boxes and junction boxes shall be properly tagged with red non-flammable tags properly attached.
- B. Wire shall be color coded as follows:
- 120/208 volt system
- |         |       |
|---------|-------|
| A Phase | Black |
| B Phase | Red   |
| C Phase | Blue  |
- C. Equipment ground wires or ground jumpers shall be Green.
- D. In addition to the basic color-coding described the following additional identification and tagging shall apply.
1. The switch legs for the local wall switches and in switch panel shall have distinctive stripes. In instances where color-coding is not practicable, such as short runs of heavy feeder cables, taping the ends of the cable with coded colors as indicated above or tagging will be permitted.
  2. Cables shall be tagged in all pull boxes, wireways and wiring gutters of panels.
  3. Where two (2) or more circuits run to or through a control device, outlet box or junction box, each circuit shall be tagged as a guide in making connections.
  4. Tags shall identify wire or cable by number and/or piece of equipment served as shown on the Drawings.

## PART 3 - EXECUTION

### 3.1 GENERAL WIRING METHODS

- A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.
- B. Use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 75 feet and for 20 ampere.
- C. Place an equal number of conductors for each phase of a circuit in same raceway or cable. No more than one of each phase shall be supported by a single neutral.
- D. Splice only in junction or outlet boxes.
- E. Neatly tag, identify, train and lace wiring inside boxes, equipment and panelboards.
- F. Make conductor lengths for parallel circuits equal.

### 3.2 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling 4 AWG and larger wires.

- B. Completely and thoroughly swab raceway system before installing conductors.
- C. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.

### **3.3 CABLE INSTALLATION**

- A. Support cables above accessible ceilings; do not rest on ceiling tiles. Use spring metal clips or metal cable ties to support cables from structure (not ceiling suspension system). Include bridle rings or drive rings.
- B. Use suitable cable fitting and connectors.

### **3.4 WIRING CONNECTIONS AND TERMINATIONS**

- A. Splice only in accessible junction boxes.
- B. Use solderless pressure connections with insulating covers for copper wire splices and tape, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps.
- C. Provide extended gutters and tap blocks or pull boxes with tap rail systems similar to Burndy MT Series or Burndy Electrorail system for wire splices 6 AWG and larger.
- D. Tape uninsulated conductors with electrical tape to 150 percent of the insulation value of conductor.
- E. Thoroughly clean wires before installing lugs and connectors.
- F. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- G. Terminate spare conductors with electrical tape.

### **3.5 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of the Specifications.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

### **3.6 WIRE AND CABLE INSTALLATION SCHEDULE**

- A. All wiring and cable shall be installed in conduit unless otherwise noted. Refer to conduit section 26 0200 for conduit types at various location.

**END OF SECTION**



**SECTION 26 0320**

**OVERCURRENT PROTECTIVE DEVICES**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. Work of this section includes all labor, materials, equipment and services necessary to complete the electrical work as shown of the Drawings and specified herein, including, but not limited to, the following:
- B. Fuses
  - 1. Current limiting cartridge fuses.
  - 2. Time delay cartridge fuses.
- C. Circuit Breakers
  - 1. Standard molded case circuit breakers "bolted in" type.
  - 2. Solid state circuit breakers.
  - 3. Current limiting circuit breakers.
  - 4. Enclosed circuit breakers.

**1.2 SUBMITTALS**

- A. Shop drawings showing dimensions, location of equipment and method of installation.
- B. Product Data: Manufacturer's printed data, catalog cuts.

**1.3 DISCONNECT SWITCHES**

- A. Fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover when switch is in ON position. Handle lockable in OFF position. Fuse clips shall be designed to accommodate Class R, J fuses.
- B. Non-fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover when switch is in ON position. Handle lockable in OFF position.
- C. Enclosures: NEMA Type 1, 3R or 4 as required.

**1.4 FUSES**

- A. Voltage ratings of fuses shall be suitable for the supply characteristics to which they are applied.
- B. Fuse type and size shall be suitable for installation in related disconnect switch or circuit breaker.

PORT CHESTER SCHOOL DISTRICT  
 BOILER ROOM SUMP PUMP  
 PORT CHESTER HIGH SCHOOL  
 OVERCURRENT PROTECTIVE DEVICES

C. Current limiting fuses shall be as follows:

1. Regardless of actual available fault current, they shall, at full recovery voltage, be capable of safely interrupting fault currents of 200,000 amperes RMS symmetrical or 280,000 amperes RMS asymmetrical, deliverable at the line side of the fuse.
2. They shall have average melting time-current characteristics to meet the Underwriters' Laboratories requirements for "Class RK-1" 0-600 amp fuses.

D. Regardless of actual available fault current, they shall be capable of limiting peak let through current to the following values based on 200,000 amperes RMS symmetrical or 280,000 amperes asymmetrical being available:

<u>Rating In Amperes</u>	<u>Peak Let Through Current In Amps</u>
15-30	6,000
35-50	8,000
70-100	12,000
125-200	20,000
225-601	38,000

E. Fuses shall be rejection type. Fuse clip shall be rejection type.

F. Fuse Type and Application Table:

<u>Category of Application</u>	<u>Acceptable Fuse Types</u> (Bussman Designations @ 600V)
Motor feeder	LPS below 600A
Power panel feeders	LPS below 600A
Safety switches	LPS

**1.5 CIRCUIT BREAKERS**

- A. "Bolted-In" type, manually operated, quick-make, quick-break, mechanically trip-free operating mechanisms for simultaneous operation, of all poles, with contacts, arc interrupters and trip elements for each pole. "Plug-in" breakers are not permitted.
- B. Tripping units shall be "thermal-magnetic" type having bimetallic elements for time delay overload protection, and magnetic elements for short circuit protection.
- C. Manually operable by mean of toggle type operating handles having tripped positions midway between the "on-off" position. Handle to be clearly labeled as to breaker rating.
- D. Minimum frame size for all circuit breakers, 1, 2, or 3 pole shall be 100 amperes.
- E. Their interrupting rating shall not be less than 25,000 amperes RMS symmetrical at 208 volt for distribution panels and 10,000 amperes for power panels.

## **1.6 APPLICATIONS**

- A. Category of Application for Fuses:
  - 1. Feeders on switchboards.
  - 2. Branch fused switch unit in distribution panel.
  - 3. Fused safety switch.
- B. Category of Application for Circuit Breakers:
  - 1. Panelboards.
  - 2. Switchboards.
  - 3. Individual enclosures.

## **1.7 SPARE FUSES**

- A. Upon Engineer's acceptance of the electrical distribution system, provide spare fuses as follows: 10% of each type and rating installed 600 amperes and smaller (minimum of 3). Provide spare fuse cabinet with directory to store all spare fuses. Locate as directed by Engineer and/or Owner.

## **1.8 APPROVED MANUFACTURERS**

- A. Fuses: Bussman, Ferraz-Shawmut.
- B. Circuit Breakers: Siemens, General Electric, Square D.

## **1.9 INSTALLATION**

- A. All material installation shall be in accordance with manufacturer recommendations and the provisions of all applicable codes.
- B. All fuses and circuit breakers shall be selectively coordinated.
- C. Install disconnect switches where indicated on Drawings.
- D. Install fuses in fusible disconnect switches.
- E. Disconnects shall have NEMA 3R enclosure.

## **1.10 RECORD DRAWINGS**

- A. Shop drawings showing dimensions, location of equipment and method of installation.
- B. Product Data: Manufacturer's printed data, catalog cuts, performance curves.

**END OF SECTION**



**SECTION 26 0350**

**BOXES**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install wall and ceiling outlet boxes, floor boxes, pull and junction boxes to complete all work shown on the Drawings or specified herein.

**1.2 RELATED WORK**

- A. Access doors.
- B. Wiring devices: Service fittings and fire-rated poke-through fittings for floor boxes.
- C. Cabinets and enclosures.

**PART 2 - PRODUCTS**

**2.1 OUTLET BOXES**

- A. Sheet metal outlet boxes: ANSI/NEMA OS 1; Galvanized steel, with 1/2 inch male fixture studs where required.
- B. Cast boxes: Cast ferrous alloy, deep type, gasketed cover, threaded hubs.
- C. Typical receptacle box shall be 4" square metal boxes, 30.8 cubic inch capacity with brackets as required. Provide 4" square raised device covers.

**2.2 PULL AND JUNCTION BOXES**

- A. Sheet metal boxes: ANSI/NEMA OS 1; Galvanized steel.
- B. Sheet metal boxes larger than 12 inches in any dimension: hinged enclosure in accordance with Section 26 0450.
- C. Cast metal boxes for outdoor and wet location installations: NEMA 250; Type 4 and type 6, flat-flanged, surface-mounted junction box, UL listed as raintight. Galvanized cast iron box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
- D. Cast metal boxes for underground installation: NEMA 250; Type 4, inside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron box and plain cover with neoprene gasket and stainless cover screws.

**PART 3 - EXECUTION**

**3.1 COORDINATION OF BOX LOCATIONS**

- A. Provide electrical boxes as required in excess of that shown on Drawings and as required for splices, taps, wire pulling, equipment connections and code compliance.

- B. Electrical box locations shown on Contract Drawings are approximate unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- C. Locate and install boxes to allow access. Where installations are accessible, coordinate locations and sizes of required access doors with Division 1.
- D. Locate and install to maintain headroom and to present neat appearance.

### **3.2 OUTLET BOX INSTALLATION**

- A. Do not install boxes back-to-back in walls. Provide minimum 6 inch separation, except provide minimum 24 inch separation in acoustic-rated walls.
- B. Locate boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for boxes.
- C. Provide knockout closures for unused openings.
- D. Support boxes independently of conduit except for cast iron boxes that are connected of rigid metal conduits, both supported within 12 inches of box.
- E. Use multiple-gang boxes where more than one device is mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- F. Install boxes in wall without damaging wall insulation.
- G. Coordinate mounting heights and locations of outlets mounted above counters, benches and backspaces.
- H. Position outlets to locate luminaries as shown on reflected ceiling plans.
- I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.
- J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes.
- K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- L. Provide cast outlet boxes in exterior locations exposed to the weather and wet locations.

### **3.3 PULL AND JUNCTION BOX INSTALLATION**

- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.

### **3.4 FLOOR BOX INSTALLATION**

- A. Set boxes level and flush with finish flooring material.
- B. Use cast iron floor boxes for installation in slab on grade.

**END OF SECTION**

**SECTION 26 0450**

**CABINETS AND ENCLOSURES**

**PART 1 - GENERAL**

Applicable Provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install hinged cover enclosures to complete all work shown on the Drawings or specified herein.

**1.2 REFERENCES**

- A. NEMA 250 - Enclosures for electrical equipment (1000 volts maximum).
- B. Submittals - Submit product data under Provisions of Contract and Division 1.

**PART 2 - PRODUCTS**

**2.1 HINGED COVER ENCLOSURES**

- A. Construction: NEMA 250; Type 1 and 3R steel.
- B. Finished: Manufacturer's standard enamel finish.
- C. Covers: Continuous hinge, held closed by operable by key.
- D. Provide barriers between normal and emergency wiring. Barriers shall be of non-current carrying material of adequate thickness for mechanical strength but in no case less than 1/4". Each barrier shall have an angle iron framing support all around.

**2.2 FABRICATION**

- A. Shop assemble enclosures in accordance with ANSI/NEMA ISC 6.
- B. Provide knockouts on enclosures.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Install enclosures plumb; Anchor securely to wall and structural supports at each corner, minimum.
- B. Provide necessary feet for free-standing equipment enclosures.
- C. Install trim plumb.

**END OF SECTION**



**SECTION 26 0500**  
**SUPPORTING DEVICES**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install rigid metal conduit, electrical metallic tubing and flexible metal conduit, including all fittings to complete all work shown on the Drawings or specified herein.

**1.2 RELATED WORK**

- A. Conduit and equipment supports.
- B. Fastening hardware.

**1.3 REFERENCES**

- A. Conduit supports.

**1.4 QUALITY ASSURANCE**

- A. Support system shall be adequate for weight of equipment and conduit, including wiring, which they carry.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Support channel: Galvanized or painted steel.
- B. Hardware: Corrosion resistant.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- B. Do not use powder-actuated anchors.
- C. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- D. In wet locations install free-standing electrical equipment on concrete pads.
- E. Install surface mounted cabinets and panelboards with minimum of four anchors. Provide steel channel supports to stand cabinet one inch off wall.
- F. Bridge studs top and bottom with channels to support flush mounted cabinets and panelboards in stud walls.

**END OF SECTION**



**SECTION 26 0550**

**GENERAL LABELING AND IDENTIFICATION**

**PART 1 - GENERAL**

Applicable Provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install nameplates, tape labels, wire markers, conduit color coding to complete all work shown on the Drawings or specified herein.

**1.2 RELATED WORK**

- A. Painting.

**1.3 SUBMITTALS**

- A. Submit shop drawings under provisions of Division 1.
- B. Include schedule for nameplates and tape labels.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Tape labels: Embossed adhesive tape with 3/16 inch black letters on a white background.
- C. Wire and cable markers: Cloth markers, split sleeve or tubing type.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. De-grease and clean surfaces to receive nameplates and tape labels.
- B. Install nameplates and tape labels parallel to equipment lines.
- C. Secure nameplates to equipment fronts using screws, rivets, or adhesive. Secure nameplate to inside face of recessed panelboard doors in finished locations.
- D. Embossed tape will not be permitted for any application. Use embossed tape only for identification of individual wall switches and receptacles and control device stations.

**3.2 WIRE IDENTIFICATION**

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes and at load connection. Identify each branch circuit or feeder number for power and lighting circuits and each control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

**3.3 NAMEPLATE ENGRAVING SCHEDULE**

- A. Provide nameplates to identify all electrical distribution, control equipment and loads served including year of installation. Letter height: 1/2 inch for individual switches, loads served, distributions and control equipment identification. For example:



- B. Panelboards: 3/4 inch, identify equipment designation. 1/2 inch, identify voltage rating and source of power.
- C. Individual circuit breakers, switches and motor starters in panelboards, switchboards and motor control centers: 1/4 inch, identify circuit and load served, including location.
- D. Individual circuit breakers, enclosed switches and motor starters: 1/2 inch, identify load served.

**3.4 FIRE ALARM**

- A. All fire alarm raceway components shall be painted red and identified.

**END OF SECTION**

**SECTION 26 0600**

**DISCONNECT SWITCHES**

**PART 1 - GENERAL**

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install disconnect switches, fuses and enclosures to complete all work shown on the Drawings or specified herein.

**1.2 SUBMITTALS**

- A. Submit product data under Provisions of Contract and Division 1.
- B. Include outline Drawings with dimensions, equipment ratings for voltage, capacity, horsepower and short circuit.

**PART 2 - PRODUCTS**

**2.1 ACCEPTABLE MANUFACTURERS - DISCONNECT SWITCHES**

- A. Siemens.
- B. Square 'D'.
- C. General Electric.
- D. Or approved equal.

**2.2 DISCONNECT SWITCHES**

- A. Fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch is in ON position. Handle lockable in OFF position. Fuse clips: Designed to accommodate class R, J fuses.
- B. Non-fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
- C. Enclosures: NEMA Type 1; 3R; 4 as indicated on Drawings.

**2.3 ACCEPTABLE MANUFACTURERS - FUSES**

- A. Bussman.
- B. Ferraz-Shawmut.
- C. Or approved equal.

**2.4 FUSES**

- A. Fuses 600 amperes and less: ANSI/UL 198E, class RK1; RK5; Dual element, current limiting, time delay, 250 volt.
- B. Interrupting rating: 200,000 rms amperes.
- C. An additional fuse of each size required to be supplied.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Install disconnect switches where indicated on Drawings.
- B. Install fuses in fusible disconnect switches.
- C. Disconnects installed outdoors shall have NEMA 3R enclosures.
- D. Disconnects installed indoors in dry locations shall have NEMA 1 enclosure.

**END OF SECTION**

**SECTION 26 0650**

**GROUNDING**

**PART 1 - GENERAL**

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

**1.1 WORK INCLUDED**

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install the power system grounding to complete all work shown on the Drawings or specified herein.

**1.2 RELATED WORK**

- A. Panelboards.
- B. Raceways.
- C. Connection Equipment.
- D. Electric Equipment.
- E. Tests and Acceptance.
- F. Transformers.
- G. Electric Service.

**1.3 SUBMITTALS**

- A. Manufacturers' data, catalog cuts of ground rods, connectors, bushings, etc., along with recommended installation procedures.

**PART 2 - PRODUCTS**

**2.1 WIRING**

- A. All wiring used for grounding shall be insulated copper, unless otherwise noted. Size shall be in accordance with code for the application, minimum #12.
- B. Where used in conjunction with computer equipment, grounding conductors shall be equal in size to the phase conductors.
- C. Avoid splices in ground conductors.

**2.2 RACEWAY**

- A. Grounding continuity shall be maintained for all metallic raceways.
- B. Provide bonding jumpers across metal parts separated by non-conducting materials.

- C. Where a grounding conductor is installed as a supplement to metallic raceway serving as the equipment grounding conductor, bonding conductor to the raceway at each end.
- D. All raceway accessories, such as locknuts, bushings, expansion fittings, etc. shall be installed to provide maximum metal-to-metal bonding.

### **2.3 CLAMPS**

- A. Provide approved ground clamps for connecting grounding conductors to pipe, conduits, wireways, building steel, grounding rods, etc.
- B. Where bond will be in an inaccessible location or as an alternate to ground clamps, provide exothermic weld, similar to Cadweld.

### **2.4 ACCESSORIES**

- A. Provide all necessary accessories of appropriate size and material for connection or termination of grounding conductors including:
  - 1. Straps.
  - 2. Clamps.
  - 3. Lugs.
  - 4. Bars and buses.
  - 5. Isolators (where applicable).
  - 6. Locknuts and bushings.

### **2.5 ACCEPTABLE MANUFACTURERS**

- A. Copperweld.
- B. Cadweld (for exothermic welds).
- C. O.Z. Gedney.
- D. Burndy.

## **PART 3 - EXECUTION**

### **3.1 STRUCTURAL STEEL BUILDINGS**

- A. Select a column common to aligned electric closets as the bonding column for grounding of transformer neutrals, isolated grounds and separate equipment grounding conductors.
- B. All grounding conductors in each closet shall be bonded in close proximity to one another.
- C. Where a grounding conductor to be bonded is not in proximity to the common column, bond to the nearest column or structural beam.
- D. Provide bonding jumper strap across all structural expansion joints where the grounding integrity of the structural system is reduced

**3.2 RACEWAYS**

- A. Grounding continuity is to be maintained for all metallic raceways. Provide necessary clamps, bushings, straps and locknuts to assure continuity.
- B. For non-metallic or flexible raceways, provide a separate equipment-grounding conductor bonded to both ends.
- C. Where indicated, an additional equipment-grounding conductor shall be provided in metallic raceway.
- D. Where indicated, an isolated ground conductor shall be provided in addition to the equipment-grounding conductor. Bond at each end to the isolated ground terminal identified.

**3.3 EQUIPMENT**

- A. All equipment shall be grounded.
- B. Where isolated grounding is indicated, it shall be for the isolation of internal equipment components only. All metallic enclosures of such equipment shall be connected to the equipment ground system.

**3.4 TESTING**

- A. Upon completion of the installation, confirm the grounding continuity of all raceways, conductors and equipment. Maximum allowable resistance is 25 ohms.

**3.5 RECORD DRAWINGS**

- A. Submit record As-Built Drawings indicating the location of all points where grounding conductors are bonded to steel, rods, plates, etc.
- B. Indicate the location of all grounding buses not installed within distribution equipment.

**END OF SECTION**



**SECTION 26 0900**

**GUARANTEE**

**PART 1 - GENERAL**

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

**1.1 GUARANTEE**

- A. The Contractor shall remove, replace and/or repair at his own expense and at the convenience of the Owner, any defects in workmanship, materials, ratings, capacities and/or characteristics occurring in the work within **one (1) year** /or within such longer period as may be provided in the Drawings and/or Section of the Specifications, which guarantee period shall commence with the final acceptance of the entire Contract in accordance with the guarantee provisions stated in the General Conditions, and the Contractor shall pay for all damage to the system resulting from defects in the work and all expenses necessary to remove, replace, and/or repair any other work which may be damaged in removing, replacing and/or repairing the work.

**END OF SECTION**



**SECTION 31 2316  
EXCAVATION**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SECTION INCLUDES**

- A. Excavating, trenching, and backfilling for utilities within the building and sump pump
- B. Temporary excavation support and protection systems.
- C. Preparing subgrades for all excavate areas.
- D. Drainage course for slabs on grade and trenches
- E. Select fill.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 2100 - Allowances: For rock removal and additional fill allowances.
- B. Section 01 7000 - Execution: Project conditions; protection of temporary bracing and shoring
- C. Section 03 3000 - Cast-in-Place Concrete.

**1.4 REFERENCE STANDARDS**

- A. ASTM D4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limits)
- B. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record drawings at project closeout according to Section 01 7800 - Closeout Submittals. Show locations of installed support materials left in place, including referenced locations and depths, on drawings.
- C. Product Data: For the following:
  - 1. Each type of plastic warning tape.
  - 2. Contractor shall submit copies of proposed materials with locations, methods and operations of backfilling and compaction.

**1.6 QUALITY ASSURANCE**

- A. Comply with: New York State Department of Transportation (NYSDOT) "Standard Specifications for Construction and Materials". Notify Owner's Representative of conflicts with these specifications.
- B. Routine testing of existing soils and compacted material for compliance with these specifications will be performed as part of Contractor's responsibility.
  - 1. Compacted material not meeting density requirements shall be removed or re compacted and retested at Contractor's expense.
  - 2. Section 01 3000 - Administrative Requirements for Project Meetings.
    - a. Before commencing earthwork, meet with Owner's Representative and Testing Agency , and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.
- C. Temporary Support and Excavation Protection Plan:
  - 1. Indicate sheeting, shoring, and bracing materials and installation required to protect excavations.
  - 2. Bracing and shoring design to meet requirements of OSHA's Excavation Standard, 29 CFR 1926, Subpart P.

- D. Shoring Installer Qualifications: Company specializing in performing the shoring and bracing work of this section with minimum 5 years of documented experience.

**1.7 DEFINITIONS**

- A. Excavation classified as "unclassified" and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered, pavements and other obstructions visible on ground surface, underground structures, utilities and other items indicated to be demolished and removed, together with earth and other materials, including rock.
- B. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- C. Drainage Fill: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- D. Select Fill: Soil material to raise existing grades supporting slab-on-grade.
- E. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- F. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- G. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below select fill and drainage fill.
- H. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

**1.8 PROJECT CONDITIONS**

- A. Existing Utilities: Locate existing underground utilities in work area before starting earthwork operations.
  - 1. If uncharted or incorrectly charted piping or other utilities are encountered during excavation, consult with Owner's Representative, Architect, and Consultants immediately for directions. Cooperate with Owner's Representative, Architect, and Consultants and public and private utility companies to keep services and facilities in operation. Repair damaged utilities as required by utility owner.

**1.9 PROTECTION**

- A. Existing Utilities:
  - 1. Excavation and backfill operations shall be done in such a manner as to prevent cave-ins of excavations or the undermining, damage, or disturbing of existing utilities and structures or of new work.
  - 2. Backfill shall be placed and compacted so as to prevent future settlement or damage to existing utilities, structures, new work, and in accordance with the requirements of the particular utility company.
  - 3. Any excavation improperly backfilled or where settlement occurs shall be reopened to the depth required, then refilled with new materials and compacted, and the surface restored to the required grade and condition, at no additional cost to the Owner.

**PART 2 PRODUCTS -**

**2.1 UNCLASSIFIED EXCAVATION**

- A. Excavation for this project shall be "unclassified".
  - 1. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

- B. Pipes and conduits shall be provided with 6 inches of Pipe Zone Bedding material to eliminate differential settlement.

## 2.2 SOIL MATERIALS

- A. Drainage Fill: ASTM C-33 Blend 57, a blend of NYSDOT No. 1 and No. 2 crushed stone that complies with material specification requirements of Article 703-02 for crushed stone and the following limits of gradation:

% Passing By Weight	Sieve Size
100%	1" sieve.
40-50%	3/4"
25-60%	passing a 1/2" sieve.
10-30%	passing a 3/8" sieve
0-10%	passing a # 4 sieve.
0-5%	passing a # 8 sieve

- 1. Location: Use for all fill and backfill.
- B. Bedding and Pipe Encasement Course:
  - 1. Select mixture of graded thoroughly washed crushed stone free from organic, frozen or other deleterious materials, conforming to the requirements of NYS DOT Section 703-02 and meeting the following gradation requirements meeting the following:
    - 100% passing a 1" sieve.
    - 90-100% passing a 1/2" sieve.
    - 0-15% passing a 1/4" sieve.
  - a. Location: Sanitary piping.

## 2.3 ACCESSORIES

- A. Bedding and Fill to Correct Over-Excavation:
  - 1. Drainage Fill.
- B. Underground Warning Tapes:
  - 1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
    - a. Green: Sewer systems.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that intended elevations for the work are as indicated.

### 3.2 TEMPORARY EXCAVATION SUPPORT AND PROTECTION

- A. Excavation Safety: Comply with OSHA's Excavation Standard, 29 CFR 1926, Subpart P.
  - 1. Excavations in stable rock or in less than 5 feet in depth in ground judged as having no cave-in potential do not require excavation support and protection systems.
  - 2. Depending upon excavation depth, time that excavation is open, soil classification, configuration and slope of excavation sidewalls, design and provide an excavation support and protection system that meets the requirements of 29 CFR 1926, Subpart P:
- B. Leave excavation support and protection systems, used as formwork or within 10 feet of existing foundations, permanently in place, unless otherwise noted.
  - 1. Cut off top 2' below finish floor, abandon remainder.
- C. Excavation support and protection systems not required to remain in place may be removed subject to approval of Owner's Representative.

### **3.3 EXCAVATING GENERAL**

- A. Excavate to accommodate construction operations.
  - 1. Excavate to the specified elevations.
  - 2. Cut utility trenches wide enough to allow inspection of installed utilities.
  - 3. Hand trim excavations. Remove loose matter.
- B. Notify Owner's Representative of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

### **3.4 FILLING AND BACKFILLING**

- A. Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation.
- B. Install underground warning tape at buried utilities .

### **3.5 REPAIR**

- A. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.

### **3.6 STABILITY OF EXCAVATIONS**

- A. Comply with Section 31 5260 - Excavation Support and Protection

### **3.7 EXCAVATION FOR STRUCTURES**

- A. Excavation for Mechanical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch .

### **3.8 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
    - a. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
    - b. Bed pipe in bedding and backfill material as described in Part 2, including 6 inches below pipe to 12 inches above pipe. Material shall be thoroughly compacted.
    - c. The balance of the trench shall be filled with bedding or backfill material placed in 12 inch maximum lifts thoroughly compacted to subgrade for crushed stone drainage layer or to subgrade for pavement stone base as applicable.

### **3.9 SUBGRADE INSPECTION**

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If Testing Laboratory determines that unsatisfactory soil is present, notify the Owner's Representative prior to proceeding. At the direction of the Owner's Representative, continue excavation and replace with compacted backfill or select fill material as directed.
  - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

### **3.10 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrows material and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
  - 2. Provide tarp or erosion control fabric on stockpile material and a silt fence around stockpiled material.

3. Material stockpiled outside the contract area shall be in locations approved by the Owner. If areas are not available store material off site at contractor's expense.

### **3.11 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Surveying locations of underground utilities for record documents.
  2. Inspecting and testing underground utilities.
  3. Removing trash and debris.
  4. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### **3.12 UTILITY TRENCH BACKFILL**

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch , to a height of 12 inches over the utility pipe or conduit.
  1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- D. Coordinate backfilling with utilities testing.
- E. Backfill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

### **3.13 FILL**

- A. Place and compact fill material in layers to required elevations as follows:
  1. Under building footings, foundations and slabs on grade, use select fill and drainage fill.

### **3.14 COMPACTION OF BACKFILLS AND FILLS**

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.

### **3.15 SELECT FILL COURSES**

- A. Place select fill course free of mud, frost, snow, or ice.
- B. Place select fill course as follows:
  1. When thickness of compacted course is 6 inches or less, place materials in a single layer.
  2. When thickness of compacted course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches thick when compacted.
  3. Compact select fill course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 1557

### **3.16 DRAINAGE FILL**

- A. Under slabs-on-grade and sump pump place drainage course on prepared subgrade and as follows:
  1. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.

2. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches thick when compacted.
3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

**3.17 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection and testing.
- B. Testing Agency: The Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- C. Allow testing agency to inspect and test the following:
  1. Compaction of in place soil.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfill have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

**3.18 CLEANING**

- A. Remove excavated material from site.

**3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove all surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**END OF SECTION**

## APPENDIX

155.5 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE



## Part 155 Regulations

### Section 155.5 Uniform Safety Standards for School Construction and Maintenance

#### Projects [Disclaimer](#)

(a) Monitoring of construction and maintenance activities.

The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy and shall be monitored during construction or maintenance activities for safety violations by school district personnel. It is the responsibility of the board of education or board of cooperative educational services to assure that these standards are continuously maintained when the building or any portion thereof is occupied.

(b) Investigation and disposition of complaints relating to health and safety received as a result of construction and maintenance activities.

Boards of education and boards of cooperative educational services shall follow procedures established under section 155.4(d)(7) of this Part. (c) Pre-construction testing and planning for construction projects.

(1) Boards of education and boards of cooperative educational services shall assure that proper planning is made for safety of building occupants during construction. For all construction projects for which bids are issued on or after September 30, 1999, such boards shall assure that safety is addressed in the bid specifications and contract documents before contract documents are advertised for bid. All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos. Appropriate procedures to protect the health of building occupants shall be included in the final construction documents for bidding.

(2) Boards of education and boards of cooperative educational services shall establish procedures for involvement of the health and safety committee to monitor safety during school construction projects. The health and safety committees in school districts other than in cities with one million inhabitants or more shall be expanded during construction projects to include the project architect, construction manager, and the contractors. Such committee shall meet periodically to review issues and address complaints related to health and safety resulting from the construction project. In the case of a city school district in a city of one million inhabitants or more, the board of education shall submit procedures for protecting health and safety during construction to the commissioner for approval. Such procedures shall outline methods for compliance with this section.

(3) The district emergency management plan shall be updated to reflect any changes necessary to accommodate the construction process, including an updated emergency exit plan indicating temporary exits required due to construction. Provisions shall be made for the emergency evacuation and relocation or release of students and staff in the event of a construction incident.

(4) Fire drills shall be held to familiarize students and staff with temporary exits and revised emergency procedures whenever such temporary exits and revised emergency procedures are required.

(d) Pre-construction notification of construction projects.

The board of education or board of cooperative educational services shall establish procedures for notification of parents, staff and the community in advance of a construction project of \$10,000 or more to be conducted in a school building while the building is occupied. Such procedures shall provide notice at least two months prior to the date on which construction is scheduled to begin, provided that in the case of emergency construction projects, such notice shall be provided as far in advance of the start of construction as is practicable. Such notice shall include information on the district's obligations under this section to provide a safe school environment during construction projects. Such notice requirement may be met by publication in district newsletters, direct mailings, or holding a public hearing on the project to inform parents, students, school personnel and community members.

(e) General safety and security standards for construction projects.

(1) All construction materials shall be stored in a safe and secure manner.

(2) Fences around construction supplies or debris shall be maintained.

(3) Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

(4) During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

(5) Workers shall be required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.

(f) Separation of construction areas from occupied spaces.

Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic

sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

(1) A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.

(2) Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

(3) All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

(g) Maintaining exiting and ventilation during school construction projects.

The following information shall be included in all plans and specifications for school building projects:

(1) A plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period.

Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

A plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

(h) Fire and hazard prevention.

Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:

(1) No smoking is allowed on public school property, including construction areas.

(2) During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris not block fire exits or emergency egress windows.

(3) Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

(i) Noise abatement during construction and maintenance activities.

Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.

Complaints regarding excessive noise shall be addressed through the health and safety committee.

The district should anticipate those times when construction noise is unacceptable and incorporate "no work" periods into the bid specifications.

(j) Control of chemical fumes, gases, and other contaminants during construction and maintenance projects.

The bid specifications and construction contracts for each construction project shall indicate how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted. Care must be taken to assure fresh air intakes do not draw in such fumes.

(1) The bid specifications shall require schedules of work on construction and maintenance projects which include time for off-gassing of volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which off-gas chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended off-gassing periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or off-gas before re-occupancy.

(2) Manufacturer's material safety data sheets (MSD) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product and safe procedures for use of the product.

(k) Asbestos abatement protocols.

All asbestos abatement projects shall comply with all applicable Federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56 (12 NYCRR 56), and the Federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763 (Code of Federal

Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.

(l) Lead paint.

Any construction or maintenance operations which will disturb lead based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines.

(m) Radon.

Districts shall take responsibility to be aware of the geological potential for high levels of radon and to test and mitigate as appropriate. This information is available from the New York State Department of Health Radon Measurement Database.

(n) Post construction inspection.

The school district or board of cooperative educational services shall provide the opportunity for a walk-through inspection by the health and safety committee members to confirm that the area is ready to be reopened for use.