

**PROJECT SPECIFICATIONS / MANUAL**

**Volume 1**

**Rye City School District**

**Osborn Elementary School**

10 Osborn Road

Rye, NY 10580

SED Number: #6618-0001-0001-024

**Midland Elementary School**

312 Midland Avenue

Rye, NY 10580

SED Number: #6618-0001-0003-026

***Issued for Bid August 10, 2021***

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## Rye City Schools

### Osborn Elementary School

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- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

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D3-201 ADDITION DEMO ELEVATIONS

A3-101 FIRST FLOOR PLAN

A3-110 ROOF PLAN

A3-120 ADDITION FLOOR PLAN

A3-121 ADDITION POWER & TECHNOLOGY LEGEND

A3-122 ADDITION POWER & TECHNOLOGY PLAN

A3-130 ADDITION ROOF PLAN

A3-201 EXTERIOR ELEVATIONS - ADDITION

A3-202 EXTERIOR ELEVATIONS - ADDITION

A3-203 EXTERIOR ELEVATIONS - ADDITION

A3-204 EXTERIOR FIBER CEMENT PANEL DESIGN

A3-210	INTERIOR ELEVATIONS - ADDITION
A3-211	INTERIOR ELEVATIONS - ADDITION
A3-212	INTERIOR ELEVATIONS - ADDITION
A3-300	WALL TYPE
A3-301	BUILDING SECTIONS - ADDITION
A3-302	BUILDING SECTIONS - ADDITION
A3-310	WALL SECTIONS - ADDITION
A3-311	WALL SECTIONS - ADDITION
A3-312	WALL SECTIONS - ADDITION
A3-320	WALL SECTION DETAILS - ADDITION
A3-321	WALL SECTION DETAILS - ADDITION
A3-322	WALL SECTION DETAILS - ADDITION
A3-330	ROOF DETAILS - ADDITION
A3-331	ROOF DETAILS - ADDITION
A3-332	ROOF DETAILS - ADDITION
A3-400	CEILING FIXTURE AND MATERIAL LEGENDS
A3-420	ADDITION REFLECTED CEILING PLAN
A3-430	ADDITION REFLECTED CEILING PLAN SOFFIT & FIXTURE DETAILS
A3-501	DIVISION OF CLASSROOM #36 DEMO AND FLOOR PLAN
A3-601	DOOR & FRAMING TYPES & SCHEDULES
A3-602	INTERIOR GLAZING TYPE & SCHEDULE
A3-603	EXTERIOR WINDOW TYPES
A3-604	EXTERIOR WINDOW AND DOOR SECTION DETAILS
A3-605	EXTERIOR WINDOW AND DOOR SECTION DETAILS
A3-606	EXTERIOR WINDOW AND DOOR SECTION DETAILS
A3-700	FINISH SCHEDULES & LEGENDS
A3-720	ADDITION FLOORING PATTERN
A3-721	ADDITION - WALL FINISH PLAN
A3-801	CASEWORK - WINDOW BENCH TYPE A
A3-802	CASEWORK - WINDOW BENCH TYPE B
A3-803	CASEWORK - WINDOW BENCH TYPE C
A3-804	CASEWORK - WINDOW BENCH TYPE D
A3-805	CASEWORK - WINDOW BENCH TYPE E
A3-806	CASEWORK - STUDENT CUBBIES
A3-807	CASEWORK - STUDENT CUBBIES
A3-808	CASEWORK - STUDENT CUBBIES
A3-809	CASEWORK - SINK BASE CABINET
A3-810	CASEWORK - TALL STORAGE WITH MOBILE CARTS A
A3-811	CASEWORK - TALL STORAGE WITH MOBILE CARTS B
A3-812	CASEWORK - CONFERENCE ROOM STORAGE
A3-813	CASEWORK - ADDITION LIBRARIES
A3-814	CASEWORK - ADDITION LIBRARIES
A3-815	CASEWORK - ADDITION LIBRARIES
A3-816	CASEWORK - ADDITION LIBRARIES
A3-817	CASEWORK - ADDITION LIBRARIES
A3-818	CASEWORK - TALL STORAGE WITH TELECOIL CABINET
A3-900	FURNITURE SCHEDULE
A3-901	FURNITURE SCHEDULE
A3-902	FURNITURE SCHEDULE
A3-903	FURNITURE SCHEDULE
A3-904	FURNITURE SCHEDULE
A3-905	FURNITURE SCHEDULE

A3-906	FURNITURE SCHEDULE
A3-907	FURNITURE SCHEDULE - 5th LEARNING STUDIO
A3-920	ADDITION FURNITURE PLAN

#### STRUCTURAL

S3-000	GENERAL NOTES
S3-001	LOADING AND DESIGN CRITERIA
S3-002	SCOPE OF WORK
S3-100	OVERALL FOUNDATION PLAN
S3-101	OVERALL ROOF FRAMING PLAN
S3-110	ADDITION FOUNDATION AND SLAB ON GRADE PLAN
S3-111	ADDITION ROOF FRAMING PLAN
S3-200	FRAMING ELEVATIONS
S3-201	FRAMING ELEVATIONS
S3-300	BUILDING SECTIONS
S3-400	TYPICAL FOUNDATION DETAILS
S3-401	TYPICAL FOUNDATION DETAILS
S3-500	TYPICAL STEEL DETAILS
S3-501	TYPICAL STEEL DETAILS
S3-600	TYPICAL MASONRY DETAILS
S3-800	COLUMN SCHEDULE

#### HEATING VENTILATION AND AIR CONDITIONING

H3-101	LEGEND, NOTES AND PARTIAL FLOOR PLAN
H3-201	ADDITION FIRST FLOOR PLAN
H3-202	ADDITION ROOF PLAN
H3-301	SCHEDULES
H3-401	DETAILS

#### PLUMBING

P3-201	LEGEND, SCHEDULE, NOTES AND FIRST FLOOR PART PLANS
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#### ELECTRICAL

E3-001	LEGENDS, ABBREVIATIONS AND NOTES
E3-101	ADDITION ELECTRICAL REMOVAL PLAN
E3-201	ELECTRICAL LIGHTING AND POWER PLAN
E3-501	ELECTRICAL RISER
E3-502	ELECTRICAL RISERS
E3-601	ELECTRICAL SCHEDULES
E3-701	ELECTRICAL DETAILS

#### AUDIO VISUAL

AVE3-001	AUDIOVISUAL KEYS, NOTES, AND SCHEDULES
AVE3-101	AUDIOVISUAL FIRST FLOOR PLAN - ADDITION
AVE3-111	AUDIOVISUAL FIRST FLOOR RCP - ADDITION
AVE3-201	HEARING LOOP SYSTEM LOOP WIRE LAYOUTS AND DIAGRAMS - ADDITION
AVE3-202	HEARING LOOP SYSTEM LOOP WIRE LAYOUTS AND DIAGRAMS - ADDITION
AVE3-511	AUDIOVISUAL FUNCTIONAL DIAGRAMS - ADDITION

END OF SECTION 000115

**RYE CITY SCHOOL DISTRICT**  
**555 Theodore Fremd Avenue, Suite B-101**  
**Rye, NY 10580**

**BID # 21-22-03**

PUBLIC NOTICE is hereby given that sealed bids will be received for the following project:

**Contract 1:**

- **Addition and Interior Renovation at the Osborn School 10 Osborn Road Rye, NY 10580**
- **Addition and Interior Renovation at the Midland School 312 Midland Avenue Rye, NY 10580**

The Scope of Work described in the documents consists of the following:

**Contract 1**

- **Osborn ES & Midland ES Contract 1 GC: General Construction**
- **Osborn ES & Midland ES Contract 1 MC: Mechanical**
- **Osborn ES & Midland ES Contract 1 PC: Plumbing**
- **Osborn ES & Midland ES Contract 1 EC: Electrical**

The bids shall be in accordance with the Specifications, Drawings, and Terms of this Contract. Bids will be received by the Nancy Lustyik, Purchasing Agent, until time prevailing **11:00am on Tuesday, August 31, 2021** at which time they will be publicly opened and read aloud. The bid opening will take place at the Rye City School District's Office at 555 Fremd Avenue, Suite B 101, Rye, NY 10580.

**OBTAINING DOCUMENTS**

Complete digital sets of Bidding Documents, drawings and specifications, may be viewed **online free of charge at [www.revplans.com](http://www.revplans.com)**, or downloaded electronically **for a non-refundable charge of forty-nine dollars (\$49.00), beginning on Tuesday, August 10, 2021.**

Complete sets of Bidding Documents, drawings and specifications, may be obtained from REV Reprographics 330 Route 17A, Goshen, NY 10924 Tel.: (877) 272-0216, upon depositing the sum of one hundred dollars (\$100.00) for each combined set of documents. Checks or money orders shall be made payable to **Rye City School District**. Plan deposit is refundable in accordance with the terms in the **Instructions to Bidders** to all submitting bids. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

For further information about obtaining the documents, contact the Project Manager Robert J. Firneis at

Savin Engineers  
3 Campus Drive  
Pleasantville, NY 10570  
914.769.3200 ext 3244

**BID SUBMISSIONS**

Each proposal must be accompanied by security in the amount of not less than five percent (5%) of the bid, in the form and subject to the conditions stipulated in the Information to Bidders. No Bidders shall withdraw his/her bid within sixty days (60) after the formal opening thereof.

The Owner reserves the right to waive any informalities in any proposals, or to reject any or all proposals and to advertise for new proposals. The accepted low bidder(s) will be required to furnish a One-Hundred percent (100%) Performance Bond, Labor and Material Payment Bond, and produce all insurance in amounts not less than specified under the General Conditions and Special Provisions.

Site Inspection: An informational meeting and pre-bid walkthrough with the bidders will be held as outlined in the Information for Bidders. **The bid walkthrough is not mandatory however it is strongly recommended that all Bidders attend. It will be held at the site as follows:**

- a. Date: **Tuesday, August 17, 2021**
- b. Local Prevailing Time: **11:00am**
- c. Location: Starting at **the Osborn ES and then Midland ES**

**REQUESTS FOR INFORMATION**

All Pre-bid "Requests For Information" (RFI) or Clarification must be submitted **NO LATER THAN Tuesday, August 24, 2021 @ 3:00pm.**

The Rye City School District reserves the right to reject any and all bids and to make bid awards that are consistent with its purchasing policy/regulations and which are in the best interests of the School District.

Nancy Lustyik  
Purchasing Agent



SECTION 00 03 10-GC ES  
BID FORM

Addition and Interior Renovation

at the

OSBORN SCHOOL and the MIDLAND SCHOOL

BOARD OF EDUCATION  
RYE CITY SCHOOL DISTRICT  
RYE, NY 10580

SUBMITTED FOR: Contract No.: Osborn ES and Midland ES  
Contract No. 1-GC –GENERAL CONSTRUCTION  
Contract No. 1-MC –MECHANICAL CONSTRUCTION  
Contract No. 1-PC –PLUMBING CONSTRUCTION  
Contract No. 1-EC –ELECTRICAL CONSTRUCTION  
(circle the Contract for which your Company is submitting a Bid)

SUBMITTED BY: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax: \_\_\_\_\_

TO: \_\_\_\_\_  
By mail; by hand or \_\_\_\_\_  
By express mail \_\_\_\_\_  
Rye City School District  
555 Theodore Fremd Avenue  
Rye, NY, 1050

Pursuant to and in accordance with the invitation for proposals for the Addition and Interior Renovation at the Osborn School and the Midland School in Rye, New York and having familiarized myself with the conditions of the site, the drawings and specifications (including instruction to bidders, form of bid bond, form of Contract, the general conditions with modifications thereto, and the technical specifications) and addenda, if any, as prepared by Fielding International, Odeh Engineers, Weston & Sampson, PE, LS,LA,PC, Barile Gallagher & Associates, DP Design and Quest Environmental Solutions & Technologies, Inc. dated **August 10, 2021** hereby propose to furnish all labor, material, equipment, and services required to construct and complete the work as follows:

\* BASE BID the contract must include all costs associated with the scope of work identified in the Contract Documents.

1A. **BASE BID**

Contract No. 1-GC –GENERAL CONSTRUCTION

Contract No. 1-MC –MECHANICAL CONSTRUCTION

Contract No. 1-PC –PLUMBING CONSTRUCTION

Contract No. 1-EC –ELECTRICAL CONSTRUCTION

*(circle the Contract for which your Company is submitting a Bid)*

Submit price for all labor materials as shown on the drawings and as described in the Contract Documents. See Section 011010 for description of work.

Osborn ES

The sum of \_\_\_\_\_ Dollars

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

Midland ES

The sum of \_\_\_\_\_ Dollars

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

Osborn & Midland ES Combined Total

The sum of \_\_\_\_\_ Dollars

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

1B. **ALLOWANCES**

Contractor must attach the Allowances Attachment 01 21 00.2 to the bid.

1C. **ALTERNATES: Refer to Division 1 Section "Alternates" for description of alternates.**

Contractor must attach the Alternates Attachment 01 23 00.2 to the bid.

1D. **UNIT PRICES**

For Owner's information and for changing quantities of work items from those indicated by the Contract Drawings, upon written instruction from the Engineer or the Construction Manager, the following unit prices shall prevail: (This is not a complete list of materials used in the construction documents: refer to drawings and specifications for total scope.)

NOT USED

1E. **SCHEDULE OF VALUES**

A schedule of values shall be submitted by the Prime Contractor as per the requirements of the Contract Documents.

**BID SECURITY**

Bid security based on the Base Bid.

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_  
is attached herewith in accordance with the specifications.

**ADDENDA**

In submitting this proposal, I have received and included in this Proposal, the following Addenda:  
Date

Addendum No.

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The undersigned hereby certifies that he/she or they has (have) full authority to make the Proposal and does further declare that he/she or they is (are) the only person or persons interested in the Proposal and has not entered into any collusion in preparing the Proposal.

The undersigned acknowledges that there will not be cost to the Owner pertaining to the submission of this Proposal and the Owner(s) has the right to reject any and all bids.

The undersigned agrees that no bid will be withdrawn within Sixty (60) days and the Owner shall be permitted to accept this Proposal within sixty (60) days of the bid date.

The undersigned acknowledges that he/she or they are fully aware of the time constraints and coordination required as outlined in the information for bidders and agrees, if awarded the Contract, to submit all required bonds, insurance certificates, schedule of values and any other required documents within ten (10) days of receipt of letter of intent or before work starts, whichever is first. It is also agreed that a construction schedule will be submitted as outlined in the Contract Documents.

The undersigned acknowledges that he/she or they have (has) reviewed and will comply with the requirements of the State of New York Department of Labor included in these specifications.

The undersigned acknowledges that he/she or they is (are) aware that at the Board's discretion, separate contracts will be awarded based upon the lowest responsible bid for each project or a single contract will be awarded based the lowest responsible bid for all projects, or the proposals, subject, however, to the discretionary right reserved by the Board of Education to waive any informalities in any proposal, or to reject any or all proposals, will take such action if, in its opinion, the best interest of the School District will thereby be promoted.

Respectfully submitted,

By:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

**NON-COLLUSIVE FORM**  
**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

**I. General Bid Certification**

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

**II. Non-Collusive Bidding Certification**

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

**The bidder affirms the above statement as true under the penalties of perjury.**

Signature of Bidder: \_\_\_\_\_  
(Signature of bidder or authorized representative of a corporation)

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

STATE OF NEW YORK            )  
  s.s.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ (name), President/CEO/Owner/Managing Member of  
\_\_\_\_\_ (bidder), hereby deposes and says that the bidder currently  
has, or immediately upon being awarded the contract, will obtain insurance coverage, from an insurer  
licensed and admitted to do business in New York, that meets the following requirements:

1. Workers' Compensation and Disability:

Coverage           Statutory  
Extensions       Voluntary compensation  
All states coverage employers  
Employer's liability - unlimited

2. Commercial General and Umbrella Liability

Coverage           Occurrence using ISO occurrence Form CG 00 01 07 98 or  
later form  
Limits per project   General Aggregate - \$2,000,000.00 on a per project basis  
Products - Completed/Operations - \$2,000,000.00  
Personal & Advertising Injury - \$1,000,000.00  
Fire Damage (any one fire) - \$100,000.00  
Medical Expenses (any one person) - \$10,000.00  
Owners and Contractors Protective Liability Insurance:

- a. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
- b. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.

Excess Liability (excess coverage shall be on a follow-form basis):

- a. \$10,000,000 for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
- b. \$5,000,000 for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.

3. Automobile Liability (all vehicles hired or non-hired): \$1,000,000.00 per accident

4. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations 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. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

5. 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.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Print Name: \_\_\_\_\_

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

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

day of \_\_\_\_\_, 20\_\_\_\_\_

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



### Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: \_\_\_\_\_

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

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

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

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

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

day of \_\_\_\_\_, 20\_\_\_\_

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

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## QUALIFICATIONS OF BIDDERS

**Experience and Qualifications of the Bidder:** Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

- a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
- b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
  - (i) timeliness of performance of the work of the project
  - (ii) evidence that the project was completed to the Owner's satisfaction;
  - (iii) whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
  - (iv) whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
  - (v) whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
  - (vi) whether the bidder was defaulted on the project by the owner;
  - (vii) whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
- c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
- d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.
- e. Documentation evidencing the bidder's Worker's Compensation Experience Modification.

## STATEMENT OF BIDDER'S QUALIFICATIONS

**IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IN THE EVENT A COMPLETE ANSWER IS NOT PROVIDED, THE BID WILL BE REJECTED.**

1. Name of Bidder

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2. Type of Business Entity

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3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

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4. For how many years has the bidder done business under its present name?

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5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

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6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

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6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

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7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

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8. Has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

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9. Has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

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10. Has the bidder been named as a party in any lawsuit 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.

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11. Has the bidder been the subject of an investigation and/or 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 project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

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12. Has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

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13. Has the bidder been the subject of proceedings involving allegations that it violated the Workers' 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 each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

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14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? 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 disposition of the charge.

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15. 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.

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16. Has the bidder bid on any projects for the period September 1, 2012 to present? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

**IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #16 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.**

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17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

**IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #17 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.**

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18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

**IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #18 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.**

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19. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project(s) for which the surety provided supervisory services.

**IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #19 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.**

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20. Bidder's Worker's Compensation Experience Modifier: \_\_\_\_\_

Dated:

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

(Signature)

\_\_\_\_\_  
(Print Name and Title)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT 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 \_\_\_\_\_

201\_\_

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

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**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE  
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: \_\_\_\_\_

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Hold Harmless Agreement

**HOLD HARMLESS AGREEMENT**

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer and Construction Manager, in any such litigation, the Contractor shall at his own expense satisfy and discharge the same.

By: \_\_\_\_\_  
(Signature of Authorized Representative of Corporation)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Date)

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**SECTION 00 03 18**  
**SITE VISIT DURING THE BIDDING**

**Site Visit During the Bidding**

The bidder \_\_\_\_\_ has visited the sites during the bid  
bidder to insert name of company here  
process for this project and is aware of the existing site and building conditions.

Date of Site Visit(s) and School(s) Visited: \_\_\_\_\_

Signed by \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Write Name of Person signing this form

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AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_ in the year of Two  
Thousand \_\_\_\_\_.

BETWEEN the Owner  
(Name and address)

and the Contractor:  
(Name and address)

The Project is:  
(Name and location)

The Architect is:  
(Name and address)

The Construction Manager is:  
(Name and address)

The Owner and Contractor agree as set forth below.

**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 Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent 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 and substantial completion of the work of this contract shall be in accordance with the schedule set forth in the Project Manual.

3.2 Time is of the essence respecting the contract documents and all obligations thereunder.

3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

**ARTICLE 4**

## CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \_\_\_\_\_, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner:

4.3 Unit prices are as set forth in Exhibit A hereto.

## ARTICLE 5 PROGRESS PAYMENTS

5.1 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.

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

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

The Contractor shall submit with each application for payment the following:

1. A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or materialman in the application for payment and the amount to be paid to the Contractor from such progress payment;

2. Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2;

3. Such other information, documentation and materials as the Owner or the Architect may require.

5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:

1. Certified payroll for employees and employees of subcontractors performing work on the Project.

2. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows or as soon thereafter as is practicable.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

1. that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
2. that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;
3. that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
4. that its execution of this Agreement and its performance thereof is within its duly authorized powers;
5. that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contract Documents; and
6. that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation,

this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

## **ARTICLE 8**

### **TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

## **ARTICLE 9**

### **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.

9.1.3 The Specifications are as set forth in the Project Manual and indexed in Exhibit "B" hereto.

9.1.4 The Drawings are those as indexed in Exhibit "C" hereto.

9.1.5 The Addenda, if any, are as follows:

Addendum No.	Date	Number of Pages
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This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



OWNER

CONTRACTOR

By \_\_\_\_\_  
(Signature) President

By \_\_\_\_\_  
(Signature) President

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

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

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**GENERAL CONDITIONS**  
*of the*  
**CONTRACT *for* CONSTRUCTION**

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## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the School District. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Contractor to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

### ARTICLE 1 DEFINITIONS

- A. "Addendum" or "Addenda" refers to revised drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.
- B. The "Architect" is the design professional engaged by the School District to perform design related functions respecting the capital improvement projects to be performed in the School District.
- C. "Board of Education" refers to the Board of Education of the School District.
- D. "Central Administration" refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.
- E. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project.
- F. The "Contractor" refers to the entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.
- G. The "Drawings" are the plans, elevations, sections, details, schedules and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the project manual of which these General Conditions of the Contract for Construction form a part.
- H. The "Project" refers to the entire capital improvement project to be performed in accordance with the project manual and may include work by the Owner.
- I. The "Project Manual" is the bound document which is issued simultaneously with the project Drawings and includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.

J. The "Owner" refers to the School District, the Board of Education, its officers, agents and employees.

K. A "Subcontractor" is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor's work. A "Sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor engaged by the Contractor to perform a portion of the Subcontractor's work at the site, or to otherwise furnish labor, material or other services with respect to a portion of the Subcontractor's work.

L. The term "Specialist" or "Specialty Contractor" as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workers skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.

M. "Accepted", "directed" "permitted," "requested," "required," and "selected" mean, unless otherwise explained, "accepted by the Architect and/or Owner" "directed by the Architect and/or Owner," "permitted by the Architect and/or Owner," "requested by the Architect and/or Owner," "required by the Architect and/or Owner," and "selected by the Architect and/or Owner." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

N. "As accepted" "or acceptable substitute", and "for review" mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General Conditions. In no case will "accepted by the Architect" be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

O. "Furnish" means supply and deliver to the Project site or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required.

P. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.

Q. "Provide" means furnish and install.

R. "Replace" means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

S. The word "include", in any form other than "inclusive", is non-limiting and is not intended to mean all-inclusive.

## ARTICLE 2 CONTRACTOR'S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Contractor expressly represents:

1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the project site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Contractor represents and warrants that it has carefully studied and compared the drawings and pertinent provisions of the project manual and that any errors, omissions, ambiguities, discrepancies or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor's submission of its bid. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend.

3. Each contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This "phasing", "out of sequence", or "come back" work shall be done at no cost to other contractors, the Owner, Architect or the Construction Manager.

B. The Contractor warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of its agreement with the Owner. Work not conforming to these requirements,

including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

1. The drawings and accompanying specifications found in the project manual issued simultaneously with said drawings are sufficiently complete and detailed for the Contractor to (a) perform the work required to produce the results intended by the Owner and (b) comply with all the requirements of its contract with the Owner.

2. The work required to be performed by the Contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of its work.

3. The Drawings and Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and Owner and in accordance with his instructions and the Contract Drawings and Specifications.

4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed.

D. The representations set forth herein shall survive expiration and/or termination of the Contractor's agreement with the Owner.

### ARTICLE 3 CONTRACTOR'S CONSTRUCTION PROCEDURES

A. 1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures required for the proper execution of its work on the project. Where the drawings and/or project manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole



responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence or procedure shall be borne solely by the Contractor.

2. Neither the Architect, the Construction Manager or the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.

3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Contractor shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the work of the project on its behalf. The Contractor shall supply to its own work forces, and subcontractors engaged by it to perform portions of its work, copies of the drawings and project manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

C. The Contractor shall be responsible for the inspection of portions of the project performed by its own work force and/or subcontractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.

D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.

E. 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.

F. 1. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager or the Owner, 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.

2. In case the progress of the capital improvement work to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the capital improvement work pursuant to its contract.

3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its Subcontractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the written permission of the Owner.

H. Within one (1) week after a Notice to Proceed is received, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punchlist and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent assigned by the Contractor shall not be changed except with the consent of Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the superintendent(s) or his/her assistant(s) and/or project manager shall be confirmed in writing by the Owner or Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its superintendents, project managers and their assistants. The

Owner, the Construction Manager or the Architect shall have the right to have any supervisory or management staff removed from the project with or without cause.

I. Each Contractor shall provide, or otherwise see that, the project manager, or on site superintendent site managers, and/or responsible workers of each Contractor and major subcontractor are equipped with cellular phones and radios. Each Contractor shall provide the Owner, the Construction Manager and the Architect with the number for each phone and worker.

J. The Contractor's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, superintendents and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

K. Prior to the commencement of work, the Contractor shall provide the Construction Manager and the Architect with:

1. a written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.
2. a written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.
3. The name, address and telephone number of the bonding company, banking and insurance company for the Prime Contractor employed by the Prime Contractor including the name, address and telephone number of each bonding company's primary contact representative for this project.
4. Detailed subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading.
5. A cash flow projection for the life of the project, including a schedule and graph showing the amount of work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manager.

L. 1. Tests, inspections and approvals of portions of the Contractor's work required by the drawings and/or specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and Construction Manager, the Construction

Manager shall advise the Owner to 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. The Owner shall bear all costs associated with the tests, inspections or approvals required by the drawings and/or specifications except as set forth in subparagraph 3 hereof.

2. Tests, inspections and approval of portions of the Contractor's work required by laws, ordinances, rules, regulations or orders of public authorities or governmental agency having jurisdiction shall be made at an appropriate time. The Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection or approval required by such public authority or governmental agency.

3. If the Architect, the Construction Manager, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or laws, ordinances, rules, regulations or orders of public authorities or governmental agencies having jurisdiction, the Architect and the Construction Manager will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14.

M. The Contractor shall, if required by ordinances, laws, codes, rules and/or regulations of the governing agencies having jurisdiction over this project, retain a licensed professional engineer to supervise the construction of this project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry and the like.

N. The Contractor recognizes and acknowledges that the within project is governed by and subject to the provisions of New York State General Municipal Law, section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the project in conjunction with it. As such the Contractor agrees to cooperate with such other contractors performing work on the project and shall perform its work as follows:

1. The Contractor shall not interfere with the erection, installation or storage upon the premises of any work, materials, supplies or equipment which is to be performed and furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.

2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other contractor performing work on the project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

3. The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, its Consultants and Sub-consultants, from all claims made against any of them arising out of Contractor's acts or omissions or the acts or omissions of any subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager or other contractor(s) on the project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from an offending contractor's contract sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

4. When the work of the Contractor or its subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.

5. In case of interference between the operations of different Contractors, the Construction Manager will be the sole judge of the rights of each Contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

6. The Contractor, including its subcontractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

7. Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

8. If part of the Contractor's work depends for proper execution or results upon construction or operations by the Owner or another contractor, the Contractor shall, prior to proceeding with that portion of its work, promptly report to the Architect and Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall

constitute an acknowledgment that the Owner's or other contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.

9. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other Contractor.

O. 1. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities or governmental agencies bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents, (b) the Architect and its consultants, employees, officers and agents, and/or (c) the Construction Manager and its consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

2. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification to the drawings and/or specifications.

3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect, the Construction Manager and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

4. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

P. The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the Construction Manager's job office. These meetings will be held to arrange for satisfactory coordination of all trades on the project so as not to impede job progress. Contractors or subcontractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.

Q. The Contractor shall provide copies of its daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including work activities on site and manpower. A "Daily Construction" form is included in these specifications and shall be used for reporting these activities. In addition, the Contractors are to submit a Two Week Look Ahead schedule for up coming work. A "Two Week Look Ahead" form is included in these specifications for the Contractor's use.

#### ARTICLE 4 CONTRACTOR'S USE OF SITE

A. The Contractor shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the project manual and drawings forming a part of its contract with the Owner.

B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a video taped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. 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. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.

6. The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Construction Manager and the Owner at least forty-eight (48) hours advance notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work.

E. 1. 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. Methods of dust and fume control shall include, but not be limited to:

- a. Adequate ventilation;
- b. Wetting down;
- c. Keeping bags of insulating materials, cement, etc., closed.
- d. Controlled mixing of materials under field conditions;
- e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials.
- f. Job housekeeping must be maintained;
- g. Advising all personnel of hazardous conditions, including supervisors and workers;

Each contractor is responsible for instituting the above policies to insure minimal impact to surrounding occupied areas.



2. 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.

3. 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.

4. 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.

F. 1. Storage space will be allotted to the Contractor by the Owner to the extent such space, in the sole discretion of the Owner, is available. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the work or the project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project, to prevent overcrowding of construction spaces, and to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

3. The Contractor shall deliver materials and equipment to the Project in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the Project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor

shall be solely responsible for the protection of construction materials and equipment stored on the premises from weather, theft, damage and all other adversity. The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's Security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by any contractor or subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Construction Manager for review and comment. The project site(s) must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the Contractor for General Construction of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the Contractor for General Construction. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's agreement with the Owner.

H. 1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.

2. The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect and the Construction Manager for providing the site to the Contractor during the additional time periods.

3. In the event the Contractor fails to complete all work under this contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of this project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.

I. 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.

J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR APPROVAL OF THE CONSTRUCTION MANAGER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE CONSTRUCTION MANAGER.

K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

L. 1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Construction Manager. The parking for construction personnel shall be limited to the designated trailer park area only. Failure to abide by this rule will result in towing of cars at the expense of the contractor who employs the individual.

2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Contractors' work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions, and do not close

or obstruct walkways, roadways or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the agreement between the Contractor and the Owner, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

3. The Construction Manager, in conjunction with the Owner and the Architect, shall designate locations at the site at which the Contractor, its subcontractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and other engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED.

4. The Contractor, its employees, its Subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner and the Construction Manager. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner or the Construction Manager) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Contractor, its Subcontractors, or Suppliers.

5. Without limitation of any other provision of the agreement between the Owner and Contractor, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its 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 alternative through which the same results intended by such portion of the rules and regulations

can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

M. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Contractor shall insure that none of its or its Subcontractors, its employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. The Contractor bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, or Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.

N. The Contractor's employees, representatives, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Contractor or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

O. The Contractor's employees, representative, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to wear shirts, long pants and proper footwear.

P. Each contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of all of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the project, each contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. Each Contractor shall broom sweep all construction areas in which it has performed worked every day. The Construction Manager shall perform an inspection each afternoon to determine that the work areas of the contractors have been properly cleaned. In the event the work areas are not cleaned, the Construction Manager shall advise the offending contractor to provide cleaning as required herein. If any contractor fails to keep the site safe and clean within four (4) hours of being notified by the Construction Manager, either verbally or in writing, the Construction Manager will have the clean up work performed and back charged to the offending contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus 15% will be charged to the offending contractor. Notice to field personnel shall be deemed notice to the Contractor.

Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.

R. 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 that they do not enter occupied portions of the building or air intakes.

S. The Contractor shall be responsible for ensuring that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.

T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.

U. 1. The General Contractor shall construct temporary partitions where shown on drawings or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an alternating 3 layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner's other contractors, the Owner and the Architect.

2. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.

V. 1. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with OSHA regulations.

2. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.

W. The Contractor shall be responsible for all costs incurred by the Owner caused by false security/fire alarms set off by the Contractor. Costs shall include custodial response charges etc.

X. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:

1. Remove temporary protections;
2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;

3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. Clean aluminum in accordance with recommendations of the manufacturer; and
6. Clean all floors thoroughly in accordance with recommendations of the manufacturer.

Y. Where a contractor other than the General Contractor is the only contractor engaged to perform work, the responsibilities allocated to the General Contractor in these General Conditions shall be performed by such other contractor.

## **ARTICLE 5 SUBCONTRACTORS**

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, with (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Construction Manager, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager within ten (10) days of the Owner's award of the contract to the Contractor.

2. Upon review of the Contractor's list of Subcontractors, the Architect will advise the Contractor in writing stating whether or not the Owner, the Construction Manager or the Architect, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent to the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

3. If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager and Architect have no objection. No increase in the Contract Sum shall be allowed where a sub-contractor is rejected by the Architect, Construction Manager or Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Contractor, (2) does not have the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract, or (3) has a history of poor performance in work of similar

nature. Upon receipt of a rejection of a subcontractor by the Architect, the Contractor shall have the right to request a meeting with the Architect, Construction Manager and the Owner to discuss the reasons it believes the subcontractor is qualified to perform the work. Upon review of such reasons, the Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Architect still finds that such subcontractor does not meet the requirements above-stated, it shall advise the Contractor. The Architect's determination upon such review shall be final and binding on the Contractor and its Subcontractor and the Contractor hereby waives any and all claims it or its subcontractor might have against the Owner, the Construction Manager and/or the Architect concerning the rejection of such Contractor and shall require its subcontractors to execute such similar waiver in its agreement with the Contractor.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

B. By appropriate agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by terms of the Contractor's agreement with the Owner, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said agreement, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contractor's agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow 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 its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Contractor and Subcontractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies or redress by the Subcontractor(s) against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

C. The Contractor shall promptly notify the Owner, Construction Manager and Architect of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its subcontractors for any reason.

D. The Contractor hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Contractor's agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of



such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

F. It shall be the Contractor's responsibility, when sub-contracting any portion of his work, to arrange or group items of work under particular trades to conform with then prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

G. All subcontracts must be in writing.

## ARTICLE 6 CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

A. The Agreement between the Owner and Contractor, and all documents incorporated therein by reference, including but not limited to, the drawings and project manual shall be signed by the Contractor and the Owner.

B. The intent of the agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The documents comprising the agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

C. 1. In the event of inconsistencies within or between parts of the agreement between the Contractor and the Owner or between the agreement between the Contractor and the Owner and applicable standards, codes and ordinances, the Contractor shall (a) provide the better quality or greater quantity of Work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

2. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.

3. Before ordering any materials or performing any of its work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the performance of the work.

4. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or

constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.

6. In the event addendum (a) are issued and contain changes to the Drawings and/or Specifications, the provisions in the addendum (a) supersede previously issued Drawings and/or Specifications.

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

E. Unless otherwise stated in the agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the agreements in accordance with such recognized meanings.

F. The Contractor, and all Subcontractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the project, including but not limited to the General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

G. All indications or notations on the drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the drawings or project manual. All work mentioned or indicated in the drawings or project manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.

H. The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the project. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work.

I. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects without the specific written consent of the Owner and Architect. The

Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

J. The Owner shall furnish surveys describing physical characteristics of the site, upon written request of the Contractor and to the extent such survey is in existence at the time of said request, legal limitations and utility locations for the project sites. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect, Construction Manager and the Owner. The Contractor shall NOT proceed with its work until it receives written permission from the Construction Manager and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

K. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each Contractor is responsible for utility markouts as it pertains to the scope of their work and maintain markout during work. Sketch of layout with reference points to be given to Construction Manager and Architect at the time of markout.

L. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the specifications, shown on the drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.

M. The General Contractor shall be responsible for the establishment of points, wall and partition lines required by the various Prime Contractors and subcontractors in laying out their work.

N. Each Contractor shall furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Owner.

O. 1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five years of experience in performing construction surveys similar to the work they will perform

for this project. The remaining Contractors and their respective subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. The Contractor and its subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the drawings, perceived by another contractor or subcontractor shall be immediately reported to the Construction Manager. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.

2. The Contractor and its subcontractors shall be responsible to offset or to protect their markings from anything that may disturb them.

3. Every contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

4. Each Contractor is responsible for the accuracy of his own work.

P. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

Q. Except for the basic building permit, the Contractor shall be responsible for securing and maintaining for the life of the project: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Contractor required for the work. Originals of all permits are to be issued in the name of the Contractor as required for the work. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.

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

S. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

T. 1. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the existing design drawings, specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.

2. Requests for Information (RFIs) are for requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution of materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

U. The Contractor shall, prior to the start of any portion of the Work:

1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer.
2. advise the Architect if the specified procedure(s) deviates from good construction practice.
3. advise the Architect if following said procedure(s) will affect any warranty, including the contractor's general warranty.
4. advise the Architect of any objections the Contractor may have to the specified procedure(s).
5. propose any alternative procedure(s) which the Contractor will warrant.

V. 1. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

2. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

3. With respect to sitework materials, all products submitted for use and incorporated into this project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

4. All products submitted for use and incorporated into this project shall be asbestos free.

W. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the contractor desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.X below.

X. 1. Substitutions. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall indicate the desired substitution in its bid, including the following:

a. For which specified material or equipment the request for substitution is being made;

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items;

c. Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the project manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution (e.g. performance, weight, size, durability and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the project in the event the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information

describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner or the Architect.

d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

e. Samples, where applicable or requested.

f. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

g. Detailed comparison of the difference in cost between the specified product and the proposed substitution including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate Contractors that will be necessary to accommodate proposed substitution. In the event the substitution is accepted, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

a. Represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.

b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

c. Certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the architect and engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.

d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating specifications as may be required for the work to be complete in all respects.

e. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted with the Contractor's bid.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

Y. 1. Submittal of shop drawings, product data, material safety data sheets, samples or similar submittals shall be in accordance with the provisions of the project manual.

2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by Contractor and stamped by the Contractor.

3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.

4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.

5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.

6. The Architect shall review, approve, reject or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the drawings and project manual and the design concept expressed in the agreement between the Owner and the Contractor. 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 designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute



approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample and or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to revision which have been made, including revisions not specifically requested by the Architect. Resubmission of rejected documents shall be performed within two (2) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

8. When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.

9. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

Z. The Architect will interpret and decide matters concerning performance under and requirements of the drawings and/or technical specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional drawings or instructions without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the drawings and/or technical specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in

accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

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

BB. The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and/or structural changes in the design; and (vi) such other information as either Owner or Architect may reasonably request. At the completion of the work, Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower right hand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and/or As Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

CC. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, 3 copies of the Contract Documents and Project Manuals, including all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage and handling.

## **ARTICLE 7 CONTRACTOR'S SAFETY/SECURITY PROGRAM**

A. 1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its work.

Prior to beginning any work, the contractor shall submit a copy of its corporate safety plan to the Owner and the Architect. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Owner and the Architect. The site logistics plan should minimally include locations of the eight-foot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radius, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. Each contractor is required to submit their corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment and shall also define practices for the maintenance of hygiene and minimizing the spread of infectious/contagious diseases. The Contractor shall make the participation of its subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner and the Architect. The Owner and the Architect shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.

2. The Contractor shall provide its COVID-19 Safety Plan to the Owner prior to the start of any work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of Personal Protective Equipment (PPE) by each person on site working with or for the Contractor. Contractor shall strictly follow and ensure that its subcontractors follow Contractor's COVID-19 Safety Plan as well as all applicable Center for Disease Control guidelines and Local, State & Federal Orders.

3. All laborers, workers, and mechanics employed in the performance of the work of this Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

4. The Contractor and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the SED, and the Contractors' Safety Program.

5. All safety equipment including hard hats and weather protective gear required for the Contractor to perform its work are to be supplied by the Contractor and/or its subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, and/or other agents, and its subcontractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the project. No prior warnings will be given by the Owner or Construction Manager and Architect. The Contractor and its subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

6. The Contractor and its subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner and the Construction Manager.

7. The Construction Manager and/or Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Prime Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.

8. All flagmen required for deliveries to the site are to be furnished by the Contractor or its Subcontractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

B. The Contractor shall schedule weekly safety meetings and each of its subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing its "OSHA Competent Person Regarding Safety". Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager and Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Contractor shall submit to the Construction Manager and Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for surety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

F. The Contractor shall take reasonable precautions for the safety and protection of employees at the project site and other person who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner, the Construction Manager and the Architect.

G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody and control or that of its Subcontractors, subcontractors to its subcontractors, or material suppliers.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

I. All delivery vehicles/trucks/machinery/etc. permitted on the site must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the contractor responsible for the work involved.

J. All crane picks, materials delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to insure the safety of the building occupants. Crane location must approved by the Construction Manager to insure the safety of building occupants.

K. The Owner or Construction Manager reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner or Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. The Contractor and/or its subcontractor(s) shall cooperate with the inspector by allowing time for the inspection. The Contractor shall be notified twenty four (24) hours prior to the time of the inspection. These inspections do not release the Contractor of its responsibility to provide all engineering, permits and inspections as required by OSHA or the New York State Education Department prior to use of any hoisting equipment.

L. The Contractor shall use the entrances designated on the site logistic plans and drawings for personal vehicles, trucks, equipment, deliveries and the like.

M. All interior temporary partitions and emergency egress barriers (if required) are to be

installed on an after hours basis (weekends/school holidays).

N. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Contractor shall obtain the Owner and the Construction Manager's consent for the use of such materials, equipment or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Construction Manager's use a full set of safety instructions relating to all such materials. Additionally, when the Owner and/or the Construction Manager reviews the use of storage of such hazardous materials, equipment and or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal regulations, statutes, and requirements. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.

4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as required. All costs related to delivery, construction, protection, power, etc. for said trailers are the responsibility of the contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailer will be strictly limited to pre-determined locations. The Contractor shall obtain the written approval of the placement of any trailer or storage box from the Construction Manager.

O. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the contractor fail to provide adequate protection, causing flooding, damage or other disturbance to the existing building, contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the Contractor. Administration costs incurred by the Owner and Architect will also be back charged to the Contractor. The Contractor, by entering into contract with the Owner agrees to be liable for these costs.

P. When all or a portion of the Contractor's 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.

Q. 1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

2. Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by the agreement between the Contractor and the Owner, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Owner undertakes to carry insurance, the Contractor shall replace or repair the said work or materials at his own cost and expense, to the complete satisfaction of the Owner, the Construction Manager and the Architect.

R. The Contractor shall promptly report in writing to the Owner, the Architect and the Construction Manager all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and the Architect.

S. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

T. Any and all fines or citations levied against the Owner, Architect, or Construction Manager due to the failure of the Contractor to comply with regulations 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.

U. The Contractor shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon 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 or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.

V. 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.

W. The Contractor shall indemnify and hold harmless the Owner, Architect, and Construction Manager, of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner, Architect or Construction Manager in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

X. The Contractor and its subcontractors shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon 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, for the act and/or omissions of any Contractor or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

Y. The Construction Manager, the Owner, and/or the Architect will not assume any responsibility for the safe operation of any cranes or equipment by exercising this right. The Contractor and its subcontractors shall cooperate with the inspector by allowing time for inspection. The Contractor will be notified 24 hours prior to the time of the actual inspection. The Contractor is obligated to perform all engineering, obtain permits, and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to Construction Manager as soon as possible.

## **ARTICLE 8 CHANGES IN THE WORK**

A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.

B. Field Orders are an interpretation of the contract drawings and/or specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total contract sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field 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 time of the Contractor's time to complete its work. Hence, the Contractor shall perform the work



included in field 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. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

C. 1. When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the contract drawings or specifications and which will result in additional cost to the Owner, the Architect/Construction Manager shall issue a PCO Number and shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its subcontractor(s) or subcontractor(s) of subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit on any change order exceed fifteen percent (15%) of the cost of the work.

1.	Materials (Itemized Breakdown) including quantities and cost	
2.	Labor (Itemized Breakdown)	
3.	Subtotal (Add lines 1 and 2)	
4.	Credit for work not required due to additional or changes to the work reflected in the within change order (if any)	
5.	Overhead (10% x line 3)	
6.	Subtotal (Add lines 3 through 5)	
7.	Sub-Contract Work (Include itemized breakdown. Sub-Contractor(s) overhead and profit allowed is 10%)	
8.	Subtotal (Add lines 6 and 7)	
9.	Profit (5% x line 8)	
10.	Subtotal (Add lines 8 and 9)	
11.	Rental Value of Equipment (Itemized Breakdown)	
12.	Actual additional charges for bonds	
13.	TOTAL CHANGE ORDER (Add lines 10, 11 and 12)	

2. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's own forces, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall any change order proposal exceed fifteen percent (15%) of the cost of overhead and profit.

The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include (1) tools customarily used by the contractor's trade, including but not limited to hand tools, and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

The Contractor shall submit with its change order proposals actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds.

3. The Contractor's subcontractor's proposal for any work it is to perform in connection with the additional work shall only include ten percent (10%) for the subcontractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its subcontractor in accordance with paragraph C (1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's subcontractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.

4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.

5. a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim as defined in Article 18 of these General Conditions to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**

b. Upon the Contractor's completion of the change order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

1. Certified payrolls itemizing the labor actually utilized in connection with the change order work.
2. Copies of invoices from subcontractors supplying work in connection with the change order work.

D. 1. When the Owner or Architect request that portions of the Contractor's work originally included in the contract drawings or specifications be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Article 8, paragraph C(1) of these General Conditions of the Contract for Construction or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its

overhead and/or profit for such work nor shall any of its subcontractors which were to perform the work being deducted from the Contractor's scope of work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. 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/decrease with respect to that change.

2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.

E. 1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in Article 8, the Architect shall issue a construction change directive reflecting the deduction and/or reduction of the scope of the Contractor's contract and the Contractor will (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the work of this or other contractors working at the site, and (b) in the case of work to be deducted from the scope of the Contractor's work, refrain from taking any steps in connection with the work associated with the deduction and/or reduction of the scope of the Contractor's work. The construction change directive shall include (a) a description of the work being added or deducted from the Contractor's scope of work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction and/or reduction of the scope of the Contractor's contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's contract sum, or until a claim filed by the Contractor has been determined; (c) the extent to which the contract time will be adjusted as a result of the change in the scope of work. Any claims must be filed in accordance with the requirements set forth in Article 18 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

2. In the event the Contractor and the Owner reach agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in Article 8, the Architect, Owner, Construction Manager and Contractor shall sign a change order reflecting such agreement. The change order shall include (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.

F. Neither the Owner, the Construction Manager nor Architect may issue instructions to the

Contractor to change the amount of the Contract, except by properly executed Change Orders. Instructions are issued by the Owner or the Construction Manager through the 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. No amount shall be payable by the Owner to the Contractor for performance of work without an executed Change Order.

## **ARTICLE 9 PAYMENTS**

A. 1. Prior to commencing its work on the project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Construction Manager and the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work. Said schedule of values shall include each of the CSI division sections reflected in the specifications and applicable to the contract for which the Contractor has been awarded the contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two (2) percent of the contract sum), shop drawing/product data/sample submissions (at least one (1) percent of contract sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punchlist (at least one (1) percent of the contract sum), warranties/guarantees and close out of the project (at least three (3) percent of the contract sum), and allowance, where applicable.

2. Any schedule of values which fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.

3. The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the project.

4. The Schedule of Values prepared by the Contractor must be approved by the Construction Manager and the Architect prior to the payment of any sums due the Contractor.

B. The Contractor shall include in its contract sum all allowances stated in the specifications. However, the Contractor's costs for unloading and handling at the site, overhead, profit and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.

C. The Contractor shall submit its applications for payment to the Construction Manager and the Architect on a periodic basis. The form to be used by the Contractor shall be AIA G732 and 703/CMA approved by the Construction Manager, the Architect and the Owner for use in connection with the Contractor's work. The form shall be divided in sufficiently in the same form as the Contractor's schedule of values and shall reflect in separate line items for the work:

1. Total value of the work listing labor and material separately
2. Percentage of work completed at the time of submission of the application for payment
3. Value of the work completed at the time of submission of the application for payment
4. Percent of previous amount billed
5. Previous amount billed
6. Current percent completed;
7. Value of work completed to date
8. Percent remaining to be completed by the Contractor; and
9. Value of work remaining to be completed by the Contractor

D. 1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner, the Construction Manager and/or the Architect may advise the Contractor it must satisfy.

2. The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the following circumstances:

- a. the Contractor's failure to remedy defective work;
- b. the filing of third party claims or reasonable evidence that there is a probability that such claims will be filed;
- c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the project;
- d. the Contractor's failure to make proper payments to its subcontractors or material suppliers for labor, materials and/or equipment;
- e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;

- f. damages caused to the Owner, Construction Manager, the Architect or another contractor as a result of the Contractor's performance of its work;
- g. reasonable evidence that the Contractor will not complete its work in accordance with its agreement with the Owner, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;
- h. the Contractor's failure to carry out its work in accordance with the contract drawings and/or specifications;
- i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the contract drawings and specifications;
- j. the Contractor's and/or its subcontractors' failure to comply with the requirements for maintaining record drawings;
- k. the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;
- l. such other acts and/or omissions by the Contractor in connection with the performance of its work.
- m. The amount requested exceeds the percent completion of work on the site.

3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Construction Manager and Architect, which shall be accompanied by the following documentation:

- a. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;
- b. Duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A.

- c. Certified payroll for employees of the Contractor and employees of subcontractors performing work on the Project.
  - d. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.
  - e. Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment, including but not limited to, contractor change order log, contractor submittal log and as built drawings to date.
4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.
5. In addition to the right to make adjustments to the amount the Contractor claims is due (as set forth in subparagraph 2 of this Paragraph D), the Owner may withhold payment from the Contractor and the Architect and/or Construction Manager may withhold certification for payment, if any of the reasons set forth in subparagraph 2 exist.
6. The Owner shall make payment to the Contractor within forty-five days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Construction Documents.
7. Upon receipt of payment by the Owner, the Contractor shall promptly make payment to each of its subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect, the Construction Manager and/or the Owner to ensure payment to the Contractor's subcontractors and/or material suppliers.
8. a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.
- b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less the 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting

a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

E. 1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, Architect, and/or the Construction Manager and upon the Contractor meeting any and all conditions which the Owner, the Architect and/or Construction Manager may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for "commodity type" stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.

2. In connection with materials and/or equipment stored off the project site, the Contractor must submit with its application for payment the following information:

- a. Type of material must be specifically identified by the Contractor;
- b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;
- c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus 10%.
- d. The Contractor must execute a security agreement, together with an executed UCC-1 form;
- e. The materials must be stored in a bonded warehouse;
- f. The Contractor must furnish a bill of sale for stored material and/or equipment;

Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required by this agreement shall not begin to run until the Contractor has completed all of its work.



4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Construction Manager with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner, Construction Manager and/or Architect deem necessary for payment to be made to the Contractor.

F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to its agreement with the Owner, including but not limited to these General Conditions of the Contract for Construction, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contractor's contract sum by an amount equal to that which the Owner is entitled.

G. The Contractor may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owner's written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.

H. Progress payments and all other payments shall be made in accordance with Section 106 (b) of the General Municipal Law.

I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each category of labor for which it and/or its subcontractors shall employ (either directly or indirectly).

This information shall be itemized in the format shown below:

***THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK***

Contractor's Name					
Contractor's Address					
Contractor's Office Phone					
Contractor's Fax Number					
Contractor's Email Address					
<b>Labor Rate Breakdown</b>					
Worker's Title		Journeyman	1.5 Rate	Foreman	1.5 Rate
Base Hourly Rate					
<b>Payroll Tax &amp; Insurance:</b>	<b>\$ Per Hr.</b>				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
<b>Subtotal</b>					
<b>Benefits:</b>	<b>\$ Per Hr</b>				
Vacation					
Health & Welfare					
Pension					
Annuity					
401K Fund					
Other (Explanation Required)					
Other Explanation Required)					
<b>Subtotal</b>					
<b>Hourly Labor Rate</b>					

## ARTICLE 10 INSURANCE REQUIREMENTS

A. Within ten (10) days of the award of the bid, the Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be

covered thereby are through 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. Workers' Compensation and Disability:

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer's liability - unlimited

2. Commercial General and Umbrella Liability

Coverage	Occurrence using ISO occurrence Form CG 00 01 07 98 or later form
Limits per project	\$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate - on a per project basis  Products/Completed Operations - \$2,000,000.00  Personal & Advertising Injury - \$1,000,000.00  Fire Damage (any one fire) - \$100,000.00  Medical Expenses (any one person) - \$10,000.00

3. Owners and Contractors Protective Liability Insurance:

- a. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
  - b. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- Excess Liability (excess coverage shall be on a follow-form basis):
- a. \$10,000,000 for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story

- b. \$5,000,000 for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- 4. Automobile Liability  
(all vehicles hired  
or non hired) \$1,000,000.00 per accident
- 5. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:  
  
\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations 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. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.
- 6. 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.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Contractor hereby agrees to effectuate the naming of the Owner, Architect and Construction Manager as an additional insured on the Contractor's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- a. The policy naming the Owner, Architect and Construction Manager as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed and admitted to do business in New York State.
  - ii. State that the coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

- b. The Owner, Architect, and Construction Manager shall be listed as an additional insured by using endorsement CG 2038 or equivalent. The decision to accept an alternative endorsement rests solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance.
- c. The certificate of insurance must describe the work that is covered by the liability policies.
- d. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
- e. The Contractor agrees to indemnify the Owner, Architect and Construction Manager for any applicable deductibles and self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Coverages shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

B. Article 10 of the General Conditions shall remain in effect and the Contractor will be required to provide the insurance set for therein. The Contractor will be permitted to commence work on the Project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with Article 10. In addition to any other rights or remedies that the Owner may have in law, equity or pursuant to the General Conditions of Construction set forth in the Agreement between the Owner and the Contractor, in the event the Contractor fails to provide evidence of the insurance required by Article 10 by July 15, the Owner shall assess liquidated damages of \$1,000 for every day the Contractor fails to meet the requirements for insurance as set forth in Article 10 through final completion of the Project or the date the required insurance is submitted, whichever is earlier.

C. The insurance required to be procured by the Contractor, pursuant to paragraph A of this Article 10, shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best Rating of "secured" or better. The Contractor must submit the Certificate of Insurance to the Architect for the Owner's approval prior to the commencement of any work. **EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.**

D. All insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall include a cancellation notice to the Owner pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner, Architect, and Construction Manager as additional insureds on the policy, with the exception of Owners Contractors Policies. Additionally, the insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall state that the Contractor's coverage shall be the primary and non-contributory coverage for the Contractor's work. Contractors shall include a completed copy of the ACORD 855 - NY Construction Certificate of Liability, with explanations of "yes" responses to Items G through L.

E. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or a self-insured retention, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, Construction Manager, and the Architect harmless from the payment of such deductible or self-insured retention, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.

F. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of Contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, Architect, and Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. The Contractor shall require all Subcontractors to carry insurance coverages and limits of liability, as set forth in paragraph A of this Article 10 and submit same to the Owner for approval prior to start of any work. In the event the Subcontractor is unable to provide insurance by a carrier that is licensed and admitted to do business in New York, the Owner reserves the right to accept Excess or Surplus lines insurance coverage for said Subcontractor, in the Owner's sole discretion. Notwithstanding the foregoing, the Owner is under no obligation to waive the requirement that the insurance be supplied by an insurer licensed and admitted in New York. In the event the Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, the Architect, Engineers, Consultants, and Sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

H. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of the Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to

such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

I. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

J. The Owner and the Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

K. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

L. Review and acknowledgment of the Certificate of Insurance by the Owner or the Architect shall not relieve or decrease the liability of the Contractor hereunder.

M. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

## **ARTICLE 11 REQUIRED BONDS FOR THE PROJECT**

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.

G. Every Bond must display the Surety's Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. 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 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 Lender and the Owner.
3. 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 three years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than 10 days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.

K. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the Contractor's work and obtain consents as necessary to protect



the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's work.

L. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

## ARTICLE 12 INDEMNIFICATION

A. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees, or agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any of its subcontractors or any person or firm directly or indirectly employed by such Contractor, for the act(s) and/or omission(s) of any Contractor or Subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees, or agents from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or

for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's project funds, including all the cost and expense of said liens, and including but not limited to attorneys' fees incurred by each or any of them.

E. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents of and from any and all liability for violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

F. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents of and from any and all liability for claims made by third parties, including subcontractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

G. The indemnification obligations set forth herein shall become effective upon the Owner, Architect or Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, Architect or Construction Manager. In the event the Owner, Architect or Construction Manager is required to bring an action to enforce the indemnification obligation, the Contractor shall be liable to the Owner, Architect, and/or Construction Manager for all costs associated with said action including attorneys' fees.

**ARTICLE 13**  
**TIME FOR COMPLETION OF WORK**

A. The date of commencement of the Contractor's work shall be as indicated in the agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the agreement between the Owner and the Contractor 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.

B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Article 10 and Article 11 of these General Conditions of the Contract for Construction are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of its contract in accordance with the schedule set forth in its agreement. The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the contract time.

D. 1. In the event the Owner determines that the performance of the Contractor's work, as of a milestone date, has not progressed or reached the level of completion required by its contract, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required by its agreement with the Owner. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to this Paragraph D.

3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph D as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contractor's agreement with it.

4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing work to be again on schedule with the Construction Schedule and/or until its work is being installed according to the project construction schedule, without additional cost to the Owner.

E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the project manual included as part of its agreement with the Owner. Milestone Dates 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 13.

F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety-eight (98%) percent of its work. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.

G. 1. This project is to be physically completed in accordance with the time limits set forth in the agreement between the Owner and Contractor and as further set forth in the project manual and/or bidding documents. Liquidated damages will be assessed in the amount of One Thousand (\$1,000.00) Dollars for each and every calendar day after such time allowed for completion.

2. Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in its agreement, a Milestone Date reflected on the project schedule, or the date of substantial completion of the Contractor's work shall be no later than the date indicated therein. In the event the Contractor fails to complete any work or substantially complete the work under this contract by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.

3. The said sum per calendar day 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 by reason of delay) Owner may incur as a result of Contractor's breach of Contract. In the event that substantial completion of its work is not achieved in accordance with the project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that additional inspections are not needed. All costs incurred by the Owner, Owner's Representative and the cost of additional inspections, at the rate of One Thousand Dollars (\$1,000) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

H. 1. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner, its Architect or Construction Manager for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the contractor, including acts of God, acts of the public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; freight embargoes; changes in the work to be performed by the Contractor. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the project, including but not limited to, Architect review and/or approval of shop drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination amongst Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.

2. All claims for additional time shall be supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the Critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the project at no cost. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. Where the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following:

For each day of delay in the completion of its work, the Contractor shall be allowed one day of additional time to complete its contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; only the actual period of delay as determined by the Owner or its Architect may be allowed.

3. The Owner reserves the right to delay the commencement of Work or to otherwise modify the construction schedule set forth in the bid documents in order to comply with applicable State, Federal and/or local laws, regulations, or orders related to the COVID-19 pandemic. Contractor's remedies for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of time only, as further delineated in Article 13 (H)(4), below.

4. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under this Article 13(H), 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 acceleration; or (4) other similar claims (collective referred to herein as "delay(s)"), unless a delay is caused by the Owner's 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 three (3) days' written 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, but not limited to, 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, but not limited to, 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.

#### **ARTICLE 14 DEFICIENT AND INCOMPLETE WORK**

A. The Owner, through its Architect or Construction Manager, will have the authority to reject work performed by the Contractor which does not conform to the requirements of the drawings and/or specifications.

B. The Owner, through its Architect or Construction Manager, shall have the authority to require additional inspection or testing of the Contractor's work whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C. 1. If a portion of the Contractor's work is covered contrary to the Architect's request or to requirements specifically expressed in the drawings and/or specifications, upon request by the Architect or the Construction Manager, the Contractor shall uncover such work for the Architect's or any governmental authority's observation and be replaced at the Contractor's sole expense without change in the Contract Time or Contract Sum.

2. If a portion of the Contractor's work has been covered which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the drawings and/or specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

D. The Contractor shall promptly correct work rejected by the Owner, through its Architect or Construction Manager, or failing to conform to the requirements of its contract with the Owner, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Architect's services incurred in conjunction with such additional testing, and any cost, loss or damages to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a Sub-contractor or anyone for whom either is responsible uses or damages any portion of the Work or premises, 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.

E. If the Contractor (1) fails to correct work which is not in accordance with the requirements of its agreement with the Owner, or (2) fails to carry out its work in accordance with the requirements of its agreement with the Owner, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time, or (4) fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) disregards the instructions of the Architect, Owner or Construction Manager, the Construction Manager, on behalf of the Owner may order the Contractor to stop its 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. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

F. 1. If the Contractor defaults or neglects to carry out its work in accordance with its agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect or failure. Such action by the Construction Manager, including the amounts to be charged to the Contractor as a result of such action are subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2. Where the Contractor's default and/or neglect to carry out its work in accordance with its agreement with the Owner threatens the health, safety and/or welfare of the occupants of the school district's facilities and/or threatens the structural integrity and/or preservation of the school district's facilities, the Owner may proceed to carry out the Contractor's work upon twenty-four (24) hours notice of its intention to do so to the Contractor.

G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the agreement between the Owner and the Contractor, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

## ARTICLE 15 FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

A. 1. When advised by the Construction Manager that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the drawings and/or specifications and/or which has not been completed to the point indicated in Article 13 paragraph F of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect that a deficiency exists. The Architect shall not issue a certificate of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F). Upon completion of the work outlined by the Architect to it in accordance with this paragraph A, the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for the services performed by the Architect as a result of additional inspections.

2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the drawings and/or specifications. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from the Architect. At the time of substantial completion, the Owner shall retain 200 percent of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the contractor of its responsibility to perform its work in accordance with the drawings and/or specifications.

B. 1. If within three (3) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the agreement between the Owner and the Contractor, any of the Work is found to be not in



accordance with the requirements of said agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of three (3) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's and/or termination of the Contractor's agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.

C. Upon receipt of written notice from the Construction Manager that the Contractor's work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Contractor's work acceptable pursuant to the terms and conditions of its agreement with the Owner and the Contract fully performed and upon receipt of the closeout documentation required by the Contract Documents and elsewhere in the agreement between the Owner and the Contractor, the Architect will certify to the Owner that the Contractor is entitled to final payment on the project.

D. 1. Prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.

2. The Contractor shall schedule a close out meeting with the Architect and the Construction Manager for the purpose of delivering the close out documents required pursuant to the Contract Documents and elsewhere in the agreement between the Owner and the Contractor.

E. If the Contractor's work is not accepted by the Owner 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.

F. 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, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

G. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.

H. Contractor shall submit all documentation identified in this section within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

## **ARTICLE 16**

### **RELEVANT STATUTORY PROVISIONS**

A. The Contractor shall at all times observe and comply with all Federal and State Laws and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work, and the Contractor shall indemnify and save harmless the Owner and all his 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, whether by himself or by his employee or agents.

B. The Contractor and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law, as amended.

C. The Contractor and each of its subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and addresses for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

D. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing 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 Project Manual, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

- a. The stipulated wage scale as provided in Labor Law, Section 220, Sub division 3, as amended; or
- b. The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

E. The Contractor acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.

F. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:

- 1. In the hiring of employees for the performance of this contract or any sub-contractor hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color 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, sub-contractor, 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, color, creed, sex or national origin.
- 3. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
- 4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

The aforesaid provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

G. The successful Contractor shall conform to the guidelines spelled out in the County's Affirmative Action Program, if any.

H. The Contractor shall comply with all of 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 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 in connection with the work performed hereunder.

I. This 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.

J. The Contractor shall insure that absolutely no asbestos containing material is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains 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.

K. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.

L. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

M. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a \$1,000 fine and/or banishment from the property.

N. Applicable codes and standards for material furnished and work installed shall include all state laws, local ordinances, requirements of governmental agencies having jurisdiction, and applicable requirements of following codes and standards, including but not limited to:

1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.
2. New York State Energy Conservation Construction Code.
3. State Education Department Manual of Planning Standards.
4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.
5. Life Safety Code - NFPA.

O. Wherever in the specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

P. The Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its agreement in the event (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Contractor makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.

Q. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. 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 race, religion, color, sex or national origin.

## ARTICLE 17

## TERMINATION OR SUSPENSION

- A. 1. The Owner may terminate the Contractor's agreement in the event the Contractor:
- a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
  - b. refuses or fails to correct deficient work performed by it;
  - c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the Subcontractors;
  - d. disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
  - e. disregards the instructions of the Architect, Construction Manager or the Owner (when such instructions are based on the requirements of the Contract Documents);
  - f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or
  - g. breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
  - h. 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; or
  - i. 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.
  - j. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;
  - k. or otherwise does not fully comply with the Contract Documents.
2. When any of the above reasons exists, may without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:

- a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. take possession of materials stored off site by the Contractor;
- c. take assignments of the Contractor's subcontractors in accordance with these General Conditions;
- d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1 hereof, the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect, the Construction Manager and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's agreement with the Owner.

B. 1. In addition to the Owner's right to carry out the work of the Contractor pursuant to its agreement with the Contractor, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- a. cease operation as specified in the notice;
- b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
- d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and
- e. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Contractor's work is so terminated, the Owner shall not be liable to the Contractor by reason of such termination except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with its agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by Contractor in terminating such Work, provided such work is authorized in advance by the Architect and the Owner. No payment shall be made by Owner, however, to the extent that such work is, was, or could have been terminated under the Contractor's agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, 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.

5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contractor's agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. 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 paragraph B.

C. 1. In addition to Owner's right to suspend, delay, or interrupt Contractor from proceeding with any portion of its work pursuant to the terms and conditions of its agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.



3. The Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.

D. The Contractor agrees and acknowledges that payments for the work 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 aforesaid obligations or bonds are no longer available for payment for the work, the Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon it. The 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.

## ARTICLE 18 CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be made by written notice. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Construction Manager, Architect and Owner. The responsibility to substantiate Claims shall rest with the Contractor.

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

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner and Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and,

(3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, notice to the Owner, the Construction Manager and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect, and/or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Contractor in writing, stating the reasons.

E. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum as a result of a Change in the Work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the Work.

F. Claims for Additional Time. If the Contractor wishes to make Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13.

G. Nothing contained in the Contract Documents shall relieve a Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

A. The agreement between the Owner and the Contractor shall be governed by the law of the place where the project is located; venue to be in the County in which the project is located.

B. 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 its agreement with the Owner unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United States mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United States mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the

fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the agreement between the Owner and the Contractor, duties and obligations imposed by such agreement 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, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's agreement with the Owner.

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

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. 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 the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's work pursuant to its agreement with the Contractor.

J. The Owner shall not be liable to the Contractor for punitive damages on account of any its termination of the Contractor or any other alleged breach of the agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

K. The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's work on the Project.

L. Upon determination by legal means (e.g. court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. As between the Owner and Contractor:

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

N. 1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the project.

2. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when substantial completion and performance has been reached.

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

to determine and record the condition of the Contractor's work, and in order to prepare a complete punchlist of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced.

O. The Contractor agrees not to assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title and interest therein or his power to execute such Contract, to any other person, firm or corporation without the previous consent in writing of the Owner.

P. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

Q. The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.

R. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools or other items are used either in part or entirely on the Work. This exemption shall apply only to materials fully incorporated into the Work of the Contract as accepted and approved by the Architect.

S. The Contractor shall, upon request by the Owner, furnish 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 site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

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***END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION***

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REQUIREMENTS OF ARTICLE 8 (Section 220-223) OF  
THE NEW YORK STATE LABOR LAW

PREVAILING WAGE RATES

Note: In the year 2001, the NYS Department of Labor's Bureau of Public Work, stopped providing individually printed copies of the updated prevailing wage schedule. Instead, the schedule updates are available on their web site ([www.labor.state.ny.us](http://www.labor.state.ny.us)). Contractor(s) are obligated to update and post the schedule on the jobsite and to provide copies of the schedule to all their Subcontractors.

The latest applicable wage rates have been attached with this section.

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June 7, 2021 1:18 pm

**COVID-19 Updates**

The COVID-19 vaccine is here. It is safe, effective and free. Walk in to get vaccinated at sites across the state. Continue to mask up and stay distant where directed.

**GET THE FACTS >****Prevailing Wage**
[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2021005738

Type of Contracting Agency: Local School District

Acceptance Status: Accepted Article 8

**Contracting Agency**

Rye City School District  
 Gabriella O'Connor  
 Asst. Supt. for Business  
 555 Theodore Fremd Ave.  
 Suite B 101  
 Rye NY 10580  
  
 (914) 967-6100 Ext: 6270  
 oconnor.gabriella@ryeschools.org

**Send Reply To**

Robert Firmeis  
  
 3 campus Drive  
 Pleasantville NY 10570  
  
 (914) 769 -3200 Ext: 3244  
 rfirmeis@savinengineers.com

**Project Information**

**Project Title** Addition & Renov to Osborn  
**Description of Work** Addition and Renovations to Osborn ES  
**Contract Id No.**  
**Project Location(s)** 10 Osborn Road  
**Route No / Street Address**  
**Village / City** Rye  
**Town**  
**State / Zip** NY 10580  
**Nature of Project** Addition to Existing Structure  
**Approximate Bid Date** 09/05/2021  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

**Applicable Counties**

Westchester

**Department of Labor**[Accessibility](#)[Contact](#)[Language Access](#)[Privacy Policy](#)





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Rye City School District  
Robert Firneis  
3 campus Drive  
Pleasantville NY 10570

Schedule Year 2020 through 2021  
Date Requested 06/07/2021  
PRC# 2021005738

Location 10 Osborn Road  
Project ID#  
Project Type Addition and Renovations to Osborn ES

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



## **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

### **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

### **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

### **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

### **Payrolls and Payroll Records**

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, 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 (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Rye City School District

Robert Firneis  
3 campus Drive  
Pleasantville NY 10570

Schedule Year 2020 through 2021  
Date Requested 06/07/2021  
PRC# 2021005738

Location 10 Osborn Road  
Project ID#  
Project Type Addition and Renovations to Osborn ES

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



### **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

### **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov).

### **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

**Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.

**Employer Name:**

IA 999 (09/16)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:  
[www.labor.ny.gov](http://www.labor.ny.gov)**

If you feel that you have not received proper wages or benefits,  
please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please  
contact the Office of the NYC Comptroller at (212) 669-4443, or  
[www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.**

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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June 7, 2021 1:18 pm  
**COVID-19 Updates**

The COVID-19 vaccine is here. It is safe, effective and free. Walk in to get vaccinated at sites across the state. Continue to mask up and stay distant where directed.

GET THE FACTS

## Prevailing Wage

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

PRC#: 2021005741

Type of Contracting Agency: Local School District

Acceptance Status: Accepted Article 8

### Contracting Agency

Rye City School District  
 Gabriella O'Connor  
 Asst. Supt. for Business  
 555 Theodore Fremd Ave.  
 Rye NY 10580  
  
 (914) 967-6100 Ext: 6270  
 oconnor.gabriella@ryeschools.org

### Send Reply To

Robert Firmeis  
  
 3 Campus Drive  
 Pleasantville NY 10570  
  
 (914) 769-3200 Ext: 3244  
 rfirmeis@savinengineers.com

### Project Information

**Project Title** Addition & Renov to Midland  
**Description of Work** Addition and Renovations to Midland ES  
**Contract Id No.**  
**Project Location(s)** 312 Midland Ave  
**Route No / Street Address**  
**Village / City** Rye  
**Town**  
**State / Zip** NY 10580  
**Nature of Project** Addition to Existing Structure  
**Approximate Bid Date** 09/05/2021  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

### Applicable Counties

Westchester

Department of Labor

Accessibility

Contact

Language Access

Privacy Policy







Andrew M. Cuomo, Governor



Roberta Reardon, Commissioner

Rye City School District

Robert Firneis  
3 Campus Drive  
Pleasantville NY 10570

Schedule Year 2020 through 2021  
Date Requested 06/07/2021  
PRC# 2021005741

Location 312 Midland Ave  
Project ID#  
Project Type Addition and Renovations to Midland ES

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

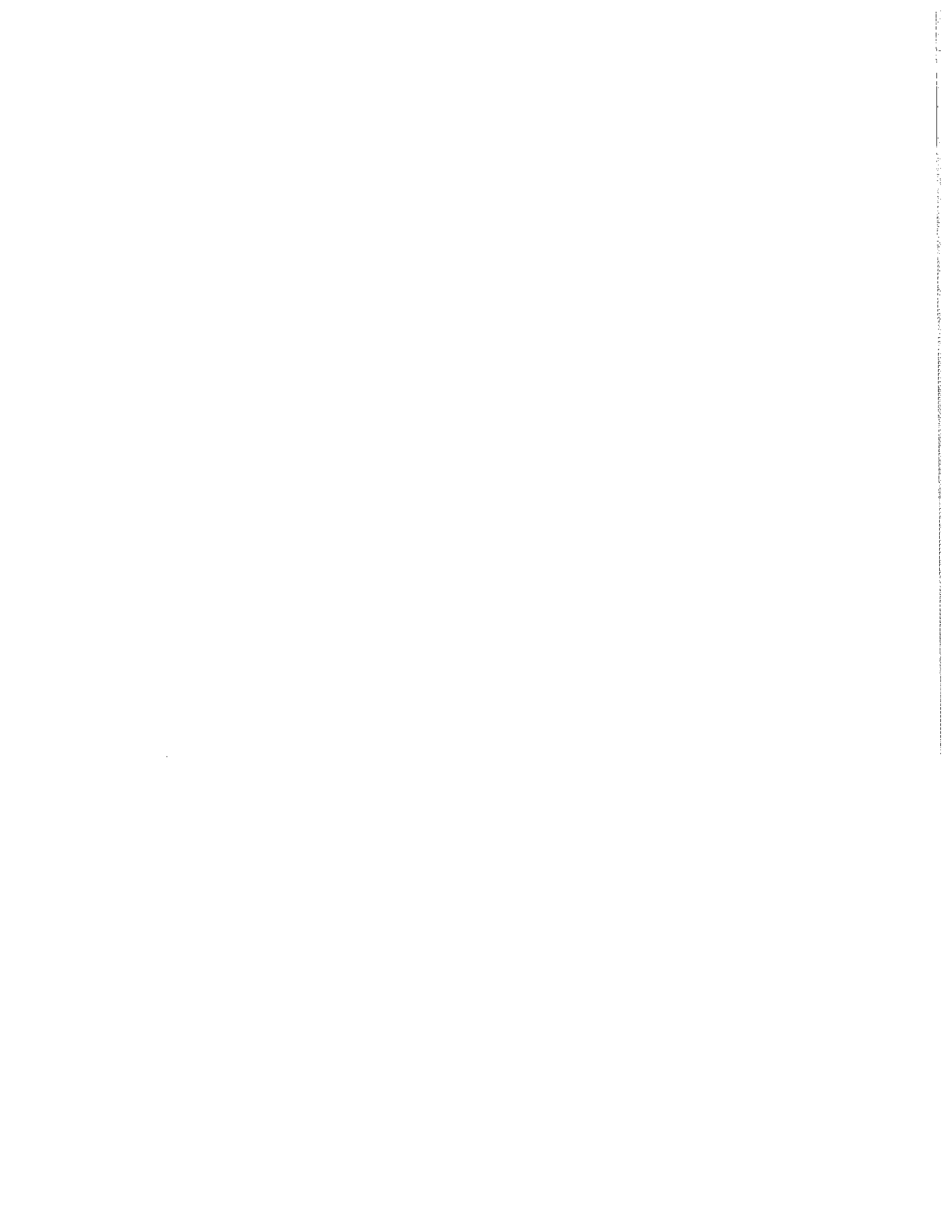
Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



## **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

### **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

### **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

### **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employment Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, 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 (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor



Roberta Reardon, Commissioner

Rye City School District  
Robert Firneis  
3 Campus Drive  
Pleasantville NY 10570

Schedule Year 2020 through 2021  
Date Requested 06/07/2021  
PRC# 2021005741

Location 312 Midland Ave  
Project ID#  
Project Type Addition and Renovations to Midland ES

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240





### **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

### **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov).

### **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

**Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

## **Public Work Enforcement Fund**

*effective date December 7, 2005*

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### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.





Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, and
- You perform work that is not part of the usual work done by the business that hired you, and
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.

**Employer Name:**  
IA 999 (09/16)



# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:  
[www.labor.ny.gov](http://www.labor.ny.gov)**

If you feel that you have not received proper wages or benefits,  
please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please  
contact the Office of the NYC Comptroller at (212) 669-4443, or  
[www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_





## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**  
for  
**Addition and Interior Renovation**  
at the  
**OSBORN SCHOOL**  
and  
**Addition and Interior Renovation**  
at the  
**MIDLAND SCHOOL**  
for the  
**BOARD OF EDUCATION**  
**RYE CITY SCHOOL DISTRICT**  
**RYE, NY 10580**

**1. RECEIPT AND OPENING OF BIDS**

- a. The Board of Education, Rye City School District, 555 Theodore Fremd Avenue, Suite B-101, Rye, New York, 10580 (herein called the Owner) invites sealed bids as noted below:

**Contract 1 Osborn ES and Midland ES**

- **Contract No. 1-GC –GENERAL CONSTRUCTION**
- **Contract No. 1-MC –MECHANICAL CONSTRUCTION**
- **Contract No. 1-PC –PLUMBING CONSTRUCTION**
- **Contract No. 1-EC –ELECTRICAL CONSTRUCTION**

The attention of all bidders is directed to the fact that a single set of documents exists for the construction of the Project as a whole.

Work on each sheet, or within any technical specification section may or may not have an effect on the work of any single Prime Contractor.

Failure on the part of any Prime Contractor to examine all documents will not be cause for additional cost to the Owner.

- b. Bids will be received by the Rye City School District, 555 Theodore Fremd Avenue, Suite B-101, Rye, New York, 10580 until the date and time shown in the Invitation to Bid.
- c. Any bid received after the time and date specified will not be considered. No Bidder shall withdraw his bid within sixty (60) days after the formal opening thereof.

**2. DISCREPANCY**

- a. Should any bidder find any discrepancies in, or omission from, the Contract Documents, or should the bidder be in doubt as to the meaning of any portion of said

document, they shall at once notify the Architect and obtain an interpretation or clarification prior to submission of their bid.

- b. Any request for interpretation or clarification given in accordance with this provision shall be in writing.
- c. The bidder may during the bidding period, be advised by addendum of additions, deletions, or alterations in any of the document forming a part of this Contract. All such changes shall be included in the work covered by the bid and shall become a part of this Contract.

Upon such mailing or delivery and making available for inspection, such addendum shall become a part of the Contract Documents and shall be binding on all Bidders whether or not the Bidder receives or acknowledges the actual notice of such addendum.

The requirements contained in all Contract Documents shall apply to all addenda.

- d. Only interpretations, corrections or additional Contract provisions made in writing by the Architect, as addenda shall be binding.

No officer, agent or employee of the Owner or the Architect is authorized to explain or to interpret the Contract Documents by any other method and any such explanation or interpretation, if given, must not be relied upon by the Bidder.

### **3. REPRESENTATION**

Each bidder, by making a bid, represents that:

- a. They have read and understood the Bidding Documents and their Bid is made in accordance therewith.
- b. They have visited the site and have familiarized themselves with the condition under which the work is to be performed.
- c. All materials to be incorporated in the work shall be "asbestos free" in their manufacture.

### **4. DOCUMENTS**

- a. Bidders may obtain sets of the Contract Documents as outlined in the Invitation to Bid.
- b. Non-refundable document cost - cash or check made payable to the Owner as outlined in the Invitation to Bid.

### **5. INFORMATIONAL MEETING – Informational meetings and pre-bid walkthroughs for both the Contract Construction will be held at the site in accordance with the respective Invitation to Bid Specification Sections 00 03 01.**

### **6. PREPARATION OF PROPOSAL**

- a. Proposals must be submitted upon the prescribed form, one copy of which is attached hereto. All blank spaces for bid prices must be filled in, in ink, in both words and figures. The Contractor shall submit as his bid **three (3) signed and sealed copies of**

**the Bid Form**, and keep a copy for his records. Proposals shall consist of the following, filled-in and executed:

- i. Bid Security
  - ii. Bid Form
  - iii. References
  - iv. Bid Proposal Certifications (Non-Collusive Form, Iran Divestment Form, Insurance Coverage Affidavit, Sexual Harassment Prevention Certification Form, Hold Harmless Provision, Site Visit Form)
  - v. Contractors Request For Equivalent Review Form  
(See Paragraph 18 – Equivalents)
  - vi. Qualification of Bidders
  - vii. Allowances Attachment form
  - viii. Alternates Attachment form
- b. All proposals must be submitted in sealed envelopes, bearing on the outside, the name of Bidder, his address, the name of the project and Contract bid upon.
- c. Proposals so enclosed shall be delivered to the Clerk of the afore-mentioned Board of Education, on or before the hour and date above noted.

## **7. BID SECURITY**

Each bid must be accompanied by cash, by the certified check of the Bidder, or by a bid bond duly executed by the Bidder as principal and having as surety thereon a Surety Company's described below in item 9, in the amount not less than five percent (5%) of the amount of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest formal Bidders, within three (3) days after the formal opening of bids, and the remaining cash, checks or bid bonds will be returned to the three (3) lowest Bidders within forty-eight (48-hrs) hours after the Owner and the accepted Bidder have executed the Contract, or if no Contract has been so executed within sixty (60) days after the date of opening of the bids, upon demand of the Bidder or at any time thereafter, so long as he has been notified of the acceptance of his bid.

## **8. QUALIFICATIONS**

- a. To be considered qualified, bidder must demonstrate to the Board's satisfaction
- i. The corporation, partnership, sole proprietorship or other business entity in whose name the bid is submitted has been in business, continuously, for no less than the previous five (5) years.
  - ii. The bidder has satisfactorily completed no less than five (5) projects. The final contract amount of each of these projects shall each be as great or greater than the bid price for this project.
  - iii. The bidder has satisfactorily completed no less than three (3) projects in institutional or education facilities.
- b. A list of references must be provided in accordance with the requirements stipulated in the Bid Form.
- c. All categories listed in the Bid Form must be completed in their entirety.

- d. Within seven (7) days after opening of bids, apparent low bidders shall furnish Owner with a complete list of proposed sub-contractors and major suppliers. More than one name for each sub-contract or material supplier may be submitted.

## **9. POST BID PROCEDURES**

- a. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the 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.
- b. When requested by the Architect, bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
  - i. a signed and notarized bidder qualification statement (see the Bid Form);
  - ii. the names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project;
  - iii. the bidder's proposed site safety plan;
  - iv. a bar chart showing the bidders' proposed plan and schedule to complete the bidder's work.
  - v. the insurance certificates required by the Bid Documents;
  - vi. a proposed schedule of values for the bidder's work;
  - vii. a proposed list of submittals and a proposed schedule for making them, all keyed to the bar chart.
- c. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, the 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.
- d. 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 seven (7) calendar days.
- e. 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 Contract or to complete the Work as contemplated. The Owner will consider all information received as specified herein in determining whether to accept a proposal.
- f. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
- g. Any bidder whose proposal is accepted will be required to sign the Trade Contract within ten (10) days after receiving notice of acceptance.
- h. In the event that the Owner should reject the proposal of a bidder as provided above, the Owner may elect to meet with the next lowest bidder and to consider information as specified herein. In the event that the proposal of the next lowest bidder is rejected as provided above, 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 any and all bids.

#### **10. APPROVAL OF SUBCONTRACTORS**

- a. When requested by the Owner, Bidders shall within the time specified by the Owner, submit to the Owner the names of the Subcontractors, which the Bidder proposes to use on the project.
- b. 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 specified by the Owner.
- c. The Owner reserves the right to reject any bid if the names of proposed Subcontractors are not submitted as required.

#### **11. TAX STATUS**

- a. The Owner, Rye City School District, is an educational non-profit institution and is therefore "**tax-exempt**" in accordance with the applicable laws of the State of New York and with Chapter 32 of the Internal Revenue Code, as most recently amended, for collection of all sales and excise taxes.

#### **12. INSURANCE**

- a. Insurance as required by Article 11 of the General Conditions shall be required of each Respective Prime Contractor and shall be in accordance with the forms and limits required therein.
- b. "All-Risk" Insurance for this project shall be obtained by the Contractor for both his and the Owner's benefit.

#### **13. AWARD**

- a. Contract award will be made to the lowest qualified bidder to be determined at the Board's discretion as follows:
  - i. If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefore is the lowest.
  - ii. If the award is to be made on the basis of a combination of Base Bids with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using such Alternates as selected by the Owner.
- b. The Board reserves the discretionary right to waive any informalities in any proposal.
- c. The Board reserves the discretionary right to reject any or all proposals within sixty (60) days of bid opening, if in its opinion the best interest of the District will thereby be promoted, and to advertise for new proposals.

- d. The form of contract to be used will be Form of Agreement Between Owner and Contractor.

#### **14. FORFEITURE OF SECURITY FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon failure or refusal to execute and deliver the Contract and bonds required within eight (8) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, for such failure or refusal, the security (bid bond or certified check).

#### **15. OBLIGATION OF BIDDERS**

- a. At the time of the opening of bids, each Bidder will be presumed to have inspected the site, to have examined, and to be thoroughly familiar with the drawings, General Conditions, Supplementary General Conditions, General Requirements of the Contract and Specifications (including all Addenda thereto). Each bidder will also be presumed to be familiar with the scope and schedule of other projects concurrently scheduled at the project site. The failure of or omission of any Bidder to receive or examine any drawings, form, instruction or document shall in no way relieve any Bidder from any obligation in respect to his bid.
- b. Each Bidder shall by careful examination of the site, satisfy himself as to the location of the work, the character, the quality and quantity of the work to be performed and materials to be furnished, the character of equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions and all other matters which in any way affect the work specified herein.
- c. After the Contract has been entered into, no consideration will be given for any misunderstanding as to the work and materials set forth herein and shown on any of the accompanying drawings, details or schedules, it being mutually understood that the tender of a bid carries with it an agreement to this and other obligations set forth in the Contract and specifications, drawings and details, noted indications and requirements.
- d. Each bidder should review the State of New York Department of Labor Schedules of the prevailing hourly wage rates, the prevailing hourly supplements, and the requirements for all Contractors and Subcontractors engaged on public work projects in New York State. Successful contractors must provide information required on page one of the State Labor Rates. A copy of which must be filed with the New York State Department of Labor. In addition, all requisitions for payment must be accompanied by Certified Payrolls as required under the 1997 amendment to Section 20 of the State Labor Law.
- e. It is the intention of these specifications and accompanying drawings to provide for a complete, key-in-lock job. The bid should therefore include all items of labor and materials, including all patching and repair work necessary even though such items may not be specifically noted to complete finished job.

#### **16. ADDENDA AND INTERPRETATION**

Bidders are expressly notified that their proposals shall be based upon the materials, products, and methods specified. For the purpose of estimate, no deviation from the drawings and specifications will be considered, except as provided. No interpretation of the meaning of the drawings, specifications or other Contract documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the Architect and, to be given consideration, must be received not later than four (4) days prior to the date fixed for the opening of bids. Any and all such interpretation will be in the form of Addenda, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder, from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **17. PERFORMANCE AND PAYMENT BONDS**

- a. Simultaneously with his delivery of the executed Contract, the Contractor shall furnish performance and payment Bonds, each in the amount of 100 % of the contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- b. Both the payment bond and the performance bond are required to be written by an acceptable surety licensed to do business and admitted in New York State; that they are on AIA Form A312; and that the most recent A.M. Best Rating and Analysis for the proposed surety be submitted by the successful bidder. Surety must have an A.M. best rating of "Secured".
- c. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above paragraphs, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the Owner.
- d. The premium on all Bonds shall be paid by the Contractor.

## **18. EQUIVALENTS**

Where, in these specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the Contractor may select one of those items. If the Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the specifications, he shall indicate in writing, what kind, type, brand, or manufacture is included in the base bid for the specified items, and submit information describing in specific detail, wherein it differs from the quality and performance required by the base specification, and such other information as may be required by the Architect or Consultant. The Contractor must use the Contractors Equivalent Proposal Sheets and Request for Equivalent Review Forms provided in the Project Manual.

When permitted and if substitutions are to be proposed, the Bid or Proposal Package must contain a list of all proposed substitutions drawn in the form of sample "Equivalent Proposal Sheet" included in the Bid or Proposal sample forms issued to all bidders. Each bidder shall list, in accordance with Specification Sections, all materials, products or equipment he proposes to offer as possible substitutions for specified items.

After receipt of bids, the three (3) lowest bidders will be requested to submit required back-up data including "Request for Equivalent Review Form" issued with Bid or Proposal sample forms, for each proposed substitution for consideration of the Engineer. Back-up data must be submitted to the Engineer within three (3) working days of receipt of request by these bidders.

No additional substitutions will be considered after this initial process unless substitution is required due to a specified material, product or equipment being removed from or made unavailable in the market place. Upon such circumstances, additional substitutions will be considered by the Engineer, but only at no change to or at a reduction/credit to the Contract amount.

All substitution proposals must comply with the criteria established in Article 3 of the Supplementary Conditions.

## **19. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR**

The Contractor agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or the State of New York and further agrees to provide the Civil Rights Commission with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this section.

## **20. RETAINAGE**

The Contractor's application for payment will be based on a five (5%) percent retainage. The five percent (5%) retainage shall be retained until final acceptance of the project, at which time the retainage shall reflect only the value of any incomplete work.

## **21. SITE INSPECTION**

Bidders may inspect the area of work by contacting Robert J. Firneis at Savin Engineers, P.C. at (914) 490-0952, leave message on voice mail that includes a phone number that is capable of receiving a text message..

## **22. SCHEDULE OF WORK AND TIME OF COMPLETION**

The schedule for work shall be as follows:

- a. The Board of Education will act on the bids in a timely manner and will select contractor(s) (or reject any and all bids) within Thirty (30) days of bid opening. Selected contractor(s) will be notified by Letter of Intent and will be provided with contracts for execution.
- b. Contractor shall submit the following in the form acceptable to the Owner, before being permitted to start work:
  - i. Signed Contract
  - ii. Certificate of Insurance
  - iii. Labor and Material Payment Bond
  - iv. Performance Bond
  - v. Schedule of Values
  - ix. Construction Schedule
  - x. Submittal Schedule

- c. All work shall be coordinated and shall be performed so as not to interfere with the continued occupancy and use of the adjacent buildings and grounds. Work may be performed during school hours.
- d. All work is to be substantially complete as listed below. Contractors will have additional time as specified to complete all punch list work. Any expenses to the Owner, including inspection and administration costs, resulting from the project not being complete by that date, will be deducted from the contract amount.
- e. The Work is to be substantially complete according to the "Milestone Schedule" described in Section 01 11 00.
- f. During the Summer work will be permitted between 7:00 a.m. and 4:00 p.m. all days except Saturday and Sundays. Any special work arrangements must be made through the Owner. Work during the School Year must be scheduled after School Hours.

## **23. PROJECT CLOSEOUT INSPECTION PROCEDURES:**

Upon receipt of a request for an inspection or on the date scheduled for substantial completion, whichever comes first, the Architect will conduct an inspection and issue a list of all incomplete and/or defective work that must be completed or corrected before a Certificate of Substantial Completion will be issued as described in Section 01 77 00 – Closeout Procedures.

## **24. OWNER TIME AND DAMAGE CLAIMS**

- a. Any time or expenses incurred by the School District maintenance staff as a result of the contractor's activities, unless otherwise specifically agreed to in writing by the School District, will be back charged to the Contractor.

The rates for the Architect shall be as follows:

Project Architect: \$250 per hour

The rates for the District's maintenance staff shall be as follows:

- i. Double time of \$80.00
- ii Time and a half of \$60.00
- iii Straight time of \$40.00

The rates for the Construction Manager shall be as follows:

Project Manager: \$175 per hour

- b. Except when deemed an emergency or specialty service (i.e.: fire or security alarm) by the District, the contractor will be given written notice concerning required repairs to damages caused by the contractor's activities. If the damages are not corrected to the Owners satisfaction and per the Owner's time frame, the Owner will make the corrections and back charge the contractor accordingly via a reduction in the Contract Amount.

## **25. LIST OF CONTRACT DOCUMENTS**

- a. The work is shown on the Drawings, (except where otherwise noted), and is described in the Specifications.
- b. Documents distributed to bidders:
  - i. Specifications (See Table of Contents for listing of Sections).
  - ii. Drawings.

END OF SECTION 00 21 13

**SECTION 01 10 00**  
**MULTIPLE CONTRACT SUMMARY**  
**OSBORN ELEMENTARY SCHOOL**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: Project consists of the construction of Additions and Renovations,
  - 1. Project Location:
    - i. Osborn School 10 Osborn Road, Rye NY 10580
  - 2. Owner: Rye City School District, 555 Theodore Fremd Avenue, Suite B 101, Rye, NY 10580
- B. Architect Identification: The Contract Documents, dated (date) were prepared for Project by Fielding International, Odeh Engineers, Weston & Sampson, PE, LS, LA, PC, Barile Gallagher & Associates, DP Design and Quest Environmental Solutions & Technologies, Inc.
- C. Construction Manager: Savin Engineers, P.C., 3 Campus Drive, Pleasantville, New York, 10570, has been engaged as Construction Manager for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.
- D. The Work consists of the construction of additions and alterations for the Rye City School District.
  - 1. The Work includes, additions and renovations to the existing elementary school, including associated sitework
  - 2. All materials, assemblies, forms and methods of construction and service equipment shall comply with the requirements of the latest edition of the New York State Building Code.

**1.03 DRAWINGS INCLUDED IN CONTRACT DOCUMENTS**

- A. Refer to List of Drawings located on Title Sheet of the Drawings.

**1.04 CONTRACT**

- A. The owner will award the following Construction Contracts for the Project in order to complete all work as indicated and specified:

**Contract 1 combined Contract with Midland ES**

- **Osborn ES Contract 1 GC: General Construction**
- **Osborn ES Contract 1 MC: Mechanical**
- **Osborn ES Contract 1 PC: Plumbing**
- **Osborn ES Contract 1 EC: Electrical**

- B. In each case, the Contractor agrees to accept the site, as it exists and to remove any encumbrances, which interfere with proper fulfillment of the Work, without change in the Contract Sum.
- C. Accommodate the Owner's intention to continue occupy in the existing building, including site and to conduct normal school operations during the time of construction of the work.
1. Cooperate with the Owner's personnel in maintaining and facilitating access to the school building and its facilities by school personnel, school staff, and the public, while construction is still in progress.
  2. Emergency access at driveways and building entrances: Keep driveways and entrances serving the occupied school building clear and available to the Owner, the Owner's employees and the public, and to emergency vehicles at all times. Do not obstruct access to these areas or use such areas for parking, construction equipment or storage of materials.
  3. Schedule construction operations so as to minimize conflicts with and interruptions to daily school function. Coordinate necessary interruptions with Owner's personnel.
  4. The existing building must remain operational at all times, therefore the Contractors are responsible to maintain all systems such as but not limited to fire alarm, clocks, public address system, electric, gas services, heat, etc.
- D. The Contractor shall cooperate with separate Contractors for any separate Contracts that the Owner may award.

**1.05 MULTIPLE PRIME CONTRACTS**

- A. The Project will be constructed under a multiple prime-contracting agreement. Prime Contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. Each prime contract is performed concurrently with and closely coordinated with construction activities performed on the Project under other prime contracts. Prime Contracts for this Project include:

**Contract 1 combined Contract with Midland ES**

- **Osborn ES Contract 1 GC: General Construction**
- **Osborn ES Contract 1 MC: Mechanical**
- **Osborn ES Contract 1 PC: Plumbing**
- **Osborn ES Contract 1 EC: Electrical**

- B. Contract Documents indicate the work of each prime Contract and related requirements and conditions that have an impact on the project. Related



requirements and conditions that are indicated on the Contract Documents include, but are not necessary limited to the following:

1. Phasing
2. Existing site conditions
3. Alternates
4. Allowances
5. Cutting and Finish Patching
6. Miscellaneous Steel associated with each Contract Work.
7. Firestopping
8. Final Cleanup (All Contracts are responsible for their final cleanup.)

C. Prime Contract Work: Each Prime Contract can be summarized as follows:

1. The **Contract for General Construction 1-GC** includes Architectural, civil and Structural, plus other construction operations traditionally recognized as General Construction. General Construction Contractor is responsible to coordinate all primes tasks. It also includes administrative and coordination responsibilities. Work under this prime Contract includes, but is not limited to, the following:

#### **DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of Division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 10 00	<i>Tree Protection &amp; Trimming</i>
02 21 13	<i>Site Survey</i>
02 30 00	<i>Soil Testing Services for reference on type of inspections and number of inspections and tests</i>
02 32 00	<i>Geotechnical Investigation</i>
02 41 19	<i>Selective Demolition</i>
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 21 00	<i>Concrete Reinforcement</i>
03 30 00	<i>Cast-In-Place Concrete</i>
<b>DIVISION 04</b>	<b>MASONRY</b>
04 20 00	<i>Unit Masonry</i>
04 23 00	<i>Glass Unit Masonry</i>
<b>DIVISION 05</b>	<b>METALS</b>
05 12 00	<i>Structural Steel</i>
05 31 00	<i>Steel Deck</i>
05 40 00	<i>Cold-Formed Metal Framing</i>
05 50 00	<i>Metal Fabrications</i>
<b>DIVISION 06</b>	<b>WOOD AND PLASTICS</b>
06 10 00	<i>Rough Carpentry</i>
06 16 43	<i>Exterior Gypsum Sheathing</i>
06 20 00	<i>Finish Carpentry</i>
026 40 23	<i>Architectural Woodwork</i>

<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 11 13	Bituminous Damproofing
07 21 00	Thermal Insulation
07 27 16	Sheet Membrane Air Barriers
07 46 46	Rain Screen Cladding System
07 53 23	EPDM Roofing
07 60 00	Flashing and Sheet Metal
07 81 00	Applied Fireproofing
07 84 00	Firestopping
07 92 00	Joint Sealants
07 95 00	Expansion Control
<b>DIVISION 08</b>	<b>OPENINGS</b>
08 11 00	Metal Doors and Frames
08 14 00	Wood Doors
08 31 00	Access Doors and Panels
08 35 13	Interior Glass Wall/Door System
08 51 00	Aluminum Windows and Doors
08 71 00	Door Hardware
08 81 00	Glass and Glazing
08 88 13	Interior Fire Rated Full Glass Doors
<b>DIVISION 09</b>	<b>FINISHES</b>
09 21 16	Gypsum Board Assemblies
09 51 23	Acoustical Tile Ceilings
09 65 00	Resilient Flooring
09 77 00	Magnetic Wall Coverings
09 81 29	Sprayed Acoustic Insulation
09 91 00	Painting
<b>DIVISION 10</b>	<b>SPECIALTIES</b>
10 01 00	Visual Display Surfaces
10 14 00	Signage
10 44 00	Fire Protection Specialties
10 51 23	Laminate Clad Lockers
10 56 13	Metal Storage Shelving
<b>DIVISION 11</b>	<b>EQUIPMENT</b>
11 68 00	Playground Equipment
<b>DIVISION 12</b>	<b>FURNISHINGS</b>
12 20 00	Window Treatments

<b>DIVISION 31</b>	<b>EARTHWORK</b>
31 01 01	Site Restoration
31 11 00	Clearing and Grubbing
31 11 11	Site Demolition
31 13 13	Tree Pruning and Tree and Stump Removals

31 22 13	<i>Rough Grading</i>
31 23 00	<i>Earthwork</i>
31 23 16	<i>Trenching Backfilling &amp; Compaction</i>
31 25 00	<i>Sediment and Erosion Control</i>
<b>DIVISION 32</b>	<b>EXTERIOR IMPROVEMENTS</b>
32 10 00	<i>Roadway &amp; Misc. Surface Subbase</i>
32 12 16	<i>Asphalt Concrete Paving</i>
32 12 43	<i>Porous Flexible Paving</i>
32 13 13	<i>Portland Cement Concrete Paving</i>
32 18 00	<i>Rubber Safety Surfacing</i>
31 30 00	<i>Site Improvements</i>
32 30 10	<i>Athletic Appurtenances</i>
32 31 13	<i>Chain Link Fence</i>
32 91 13	<i>Soil Preparation &amp; Soil Mixes</i>
32 92 00	<i>Lawns</i>
32 93 00	<i>Trees, Shrubs, Ground Cover and Landscaping</i>
<b>DIVISION 33</b>	<b>UTILITIES</b>
33 31 00	<i>Sanitary Sewage Disposal System</i>
33 40.00	<i>Storm Sewer Systems</i>
33 40 10	<i>Underground Stormwater Detention</i>
33 46 26	<i>Geotextile Fabrics</i>

- 2 The **Contract for Mechanical Construction 1- MC** includes heating, ventilation, and air conditioning system and the temperature control system. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 19	<i>Selective Demolition</i>
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 21 00	<i>Concrete Reinforcement (as it relates to work to be performed by this Contract)</i>
03 30 00	<i>Cast-in-Place Concrete (as it relates to concrete pads for Mechanical Equipment)</i>
<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	<i>Firestopping (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 08</b>	<b>OPENINGS</b>
08 31 13	<i>Access Doors and Panels (as it relates to work to be performed by this Contract)</i>

<b>DIVISION 23</b>	<b>HEATING, VENTILATING AND AIR CONDITIONING (HVAC)</b>
23 01 00	<i>General Conditions</i>
23 01 10	<i>Scope of Work</i>
23 02 35	<i>Packaged Rooftop Energy Recovery Units</i>
23 02 36	<i>Indoor Static Plate Energy Recovery Ventilators</i>
23 02 65	<i>Variable Refrigerant Flow Outdoor Units</i>
23 03 66	<i>Variable Refrigerant Flow Indoor Units</i>
23 02 80	<i>Variable Frequency Drives</i>
23 04 00	<i>Sheetmetal Work and Related Accessories</i>
23 04 10	<i>Piping, Fittings, Valves, Notes and Specialties</i>
23 04 20	<i>Supports, Sleeves and Plates</i>
23 04 30	<i>Insulation and Coverings</i>
23 04 40	<i>Dampers and Miscellaneous</i>
23 04 60	<i>Automatic Temperature Controls</i>
23 04 70	<i>Testing, Start-Up and Adjustments</i>
23 04 80	<i>General Labeling, Valve Charts and Piping Identification</i>
23 04 85	<i>HVAC Systems Commissioning</i>
23 04 90	<i>Guarantee</i>

3. The **Contract for Plumbing Construction 1- PC** includes plumbing equipment, accessories and piping systems. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 19	<i>Selective Demolition (as it relates to plumbing work)</i>
<b>DIVISION 3</b>	<b>CONCRETE</b>
03 30 00	<i>Cast-In-Place Concrete as it pertains to concrete pads for Equipment.</i>

<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	<i>Firestopping (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 31</b>	<b>EARTHWORK</b>
31 23 16	<i>Trenching, Backfilling and Compaction Trenching, Backfilling and Compaction (as it relates in interior excavations for plumbing lines/piping)</i>

<b>DIVISION 8</b>	<b>OPENINGS</b>
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08 31 00	Access Doors and Panels (as it relates to work to be performed by this Contract)
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<b>DIVISION 22</b>	<b>PLUMBING</b>
22 01 00	General Conditions
22 01 25	Scope of Work
22 01 30	Water Supply System
22 01 60	Sanitary and Storm Drainage System
22 03 00	Plumbing Fixtures and Equipment
22 04 20	Supports, Sleeves and Plates
22 04 30	Insulation
22 04 70	Tests and Adjustments
22 04 80	Tags, Charts and Identification
22 04 90	Guarantee

4. The **Contract for Electrical Construction 1- EC** includes electric power distribution, lighting and telecommunication systems. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 19	Selective Demolition (as it relates to Electrical Work)

<b>DIVISION 03</b>	<b>CONCRETE</b>
03 30 00	CAST-IN-PLACE CONCRETE (as it relates to concrete pads for Electrical Equipment)

<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	FIRESTOPPING (as it relates to work to be performed by this Contract)

<b>DIVISION 08</b>	<b>OPENINGS</b>
08 31 13	ACCESS DOORS and FRAMES (as it relates to work to be performed by this Contract)

<b>DIVISION 26</b>	<b>ELECTRICAL</b>
26 01 00	General Conditions
26 01 25	Scope of Work
26 01 50	Approved Manufacturers
26 02 00	Conduit
26 03 00	Wire and Cable
26 03 20	Overcurrent Protective Devices
26 03 50	Boxes
26 04 00	Wiring Devices
26 04 25	Digital Lighting Control System
26 04 50	Cabinets and Enclosures
26 05 00	Supporting Devices

26 05 50	<i>General Labeling and Identification</i>
26 05 75	<i>Interior Luminaires</i>
26 06 00	<i>Disconnect Switches</i>
26 06 50	<i>Grounding</i>
26 07 00	<i>Panelboard</i>
26 08 00	<i>Addressable Fire Protective Signaling</i>
26 08 25	<i>Public Address System</i>
26 09 00	<i>Guarantee</i>
<b>DIVISION 27</b>	<b>COMMUNICATIONS</b>
27 41 15	<i>Hearing Loop Systems</i>
27 41 16	<i>Integrated Audiovisual Systems</i>

<b>DIVISION 31</b>	<b>EARTHWORK</b> (as it relates to work to be performed by this Contract)
<b>DIVISION 32</b>	<b>EXTERIOR IMPROVEMENTS</b> (As it relates to electrical service and Lighting)
<b>DIVISION 33</b>	<b>SITE UTILITIES</b> (As it relates to electrical service)

5. Definition of extent of Prime Contract work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Documents contain a more Specific description, general names and terminology on the Drawings and in the Specification Sections determine which prime contract includes a specific element of the Project.
6. Local custom and trade union jurisdictional settlements do not control the scope of Work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
7. If it becomes necessary to refer to the contract documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts, themselves; then, if a determination cannot be made from the prime Contracts, refer, in the following order, to the Supplementary Conditions, this section of the Specifications, followed by the other Division-1 sections and finally with the Drawings and other Sections of the Specifications.
8. If, after referring to the contract documents, it cannot be clearly determined which prime Contractor will perform a specific item of required work, then that item of work will be included as a part of the prime Contract for General Construction Work.

9. Summary of Reference: Work of the prime Contracts can be summarized by reference to the prime contracts, General Conditions, Supplementary Conditions, and Instructions to Modifications to the Contract Document issued subsequent to the initial printing of the Project Manual and referenced by any of these. It is recognized that the work of the prime Contracts is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

#### **1.06 MISCELLANEOUS**

- A. The following additional requirements for the Contractor for **General Construction 1- GC Osborn Elementary School** include, but not limited to the following:

1. Temporary site protection and fencing.
2. All blocking and in walls for use by other trades. Other trades shall identify the locations of required blocking.
3. Blocking where necessary for installation of work under the contract for general construction.
4. Furnish and install all slotted grilles adjacent to convention radiation, including in walls and casework.
5. Finish patching associated with this Contract Work. Other Contracts are responsible for their own cutting and patching.
6. Steel stud framing for all walls, interior and exterior.
7. Furnish all dumpsters for building construction, for use by all trades.
8. Install access panels/doors supplied by other trades.
9. Floor leveling in new construction is the responsibility of this Contract.
10. Dewatering facilities and drains.
11. Fire Protection specialties including fire extinguishers and cases.
12. Install sleeves, curbs, rails and other materials provided by other Contracts. Coordinate location of material installation with other Contractors.
13. Protection of work after installation.
14. Fire and smoke stop.
15. Interior floor, wall and ceiling expansion joints as per the contract documents.
16. Framing for soffits, interior and exterior.
17. All Interior Architectural Woodwork
18. All louvers, casework and interior millwork.
19. Legal Removal and Disposal of fill.
20. Provide Baseline General Construction Schedule incorporating the other Prime Contracts Schedules with the General Construction Schedule and provide an update to the construction schedule on a monthly basis for the duration of the project.

- B. The following additional requirements for the Contractor for **Mechanical Construction 1- MC Osborn Elementary School** include, but not limited to the following:

1. Removal of all debris.

2. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction (GC) to install.
3. Provide all excavation and backfill for trenches inside building walls.
4. Provide curbing for rooftop equipment to General Contractor (GC) for installation.
5. Provide starters and/or variable frequency drives to Electrical Contractor, installation to be by Electrical Contractor (EC).
6. Protection of work after installation.
7. Mechanical connections to equipment furnished by any other Contract.
8. Coordination Drawings, coordinate with Plumbing Contract and Electrical Contract.
9. Control wiring, regardless of voltage for HVAC systems.
10. Trades shall identify the locations of required blocking.
11. Housekeeping pads.
12. Cutting and patching.
13. Firestopping.
14. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
15. Daily cleaning of the work areas and areas in the building and site that have been affected by the construction.
16. Furnish to the General Construction Contract portals for roof equipment installation that are required for this Contract work.
17. Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
18. MEP to provide updated CPM schedules to the General Contractor.

C. The following additional requirements for the Contractor for **Plumbing Construction 1- PC Osborn Elementary School** include, but not limited to the following:

1. The Plumbing contractor shall furnish, install and connect all plumbing supply, sanitary, and storm lines inside the building and to 5' (five feet) beyond the exterior building wall.
2. Removal of all debris.
3. Provide all excavation and backfill for trenches inside building walls.
4. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction to install.
5. Provide starters to Electrical Contractor, installation to be by Electrical Contractor.
6. Protection of work after installation.
7. Plumbing connection to equipment furnished by any other Contract.
8. Temporary Water: Provide temporary water service as noted in Section 01 50 00 Temporary Facilities and Controls - 3.2, C.
9. Install fixtures waste, vent, gas, water and other items for equipment provided by other Contracts.
10. Trades shall identify the locations of required blocking.
11. Housekeeping pads.
12. Cutting and patching.
13. Firestopping.
14. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.



15. Daily cleaning of the work areas and areas in the building and site that have been affected by the construction.
16. Furnish to the General Construction Contract portals for roof equipment installation that are required for this Contract work.
17. Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
18. MEP to provide updated CPM schedules to the General Contractor.

D. The following additional requirements for the Contractor for **Electrical Construction 1- EC Osborn Elementary School** include, but not limited to the following:

1. Removal of all debris.
2. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction to install.
3. Provide all excavation and backfill for trenches inside building walls.
4. Install starters and/or variable frequency drives supplied by other trades.
5. Protection of work after installation.
6. Electrical connections to equipment supplied by other Contracts.
7. Building mounted lighting and main electric power.
8. Remove and legally dispose of existing PCB containing lighting fixtures, bulbs and ballast.
9. Temporary Electric: Provide Temporary Electrical service and lighting for the project as noted in Section 01 50 00 Temporary Facilities and Controls – 3.2, G, H & I.
10. Electrical Contract will remove wiring to light fixtures, drop fixtures to floor for GC Contract-1 to pick up and dispose of.
11. Trades shall identify the locations of required blocking.
12. Housekeeping pads.
13. Cutting and patching.
14. Firestopping.
15. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
16. Temporary lighting for sidewalk sheds/bridges.
17. Electrical Contractor will be responsible for all site electrical excavation and backfilling.
18. Daily cleaning of the work areas and areas in the building and site that have been affected by the construction.
19. Furnish to the General Construction Contract portals for roof equipment  
Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
20. installation that are required for this Contract work.
21. MEP to provide updated CPM schedules to the General Contractor.

E. Temporary service shall be provided as follows:

1. Temporary power and lighting for building and site. Electric consumption to be paid by **Owner**. Temporary electrical service to be available 24hours/day, 7days/week at no additional cost to the owner.

2. Temporary Heat by the **Contractor for General Construction-1- GC Osborn Elementary School** including temporary enclosures at all openings to maintain heat and provide heat for temperature sensitive work activities and material installations and storage, this includes but not limited to cold weather protection for masonry and concrete construction activities. Refer to Temporary Facilities and Controls 01 50 00 for additional information.
3. Temporary sanitary facilities by **Contractor for General Construction 1- GC Osborn Elementary School.** Minimum one unit per 10 workers and separate unit for women with lock as it applies to each School.
4. Temporary water by **Contractor for Plumbing Construction 1- PC Osborn Elementary School.**
5. Snow plowing/shoveling all building areas exposed to weather, inclusive of the Staging Area, temporary parking areas and access to the Owners Trailer/Field Office by **Contractor for General Construction 1- GC Osborn Elementary School**
6. Project identification and safety signs by **Contractor for General Construction1- GC Osborn Elementary School.**
7. Each Contract is responsible for their temporary offices, storage trailers, electric hook-up and phone service.

F. **DAILY CLEANING**

1. Daily Cleaning: All Prime Contracts are responsible for any and all debris caused by their Work, including the Work of their subcontractors. A daily clean up and disposal is required by each Prime Contract for the periods which that Prime Contract, or its sub-contractors, are performing Work on site.
2. Assign at least one person for a daily clean and sweep of the work area(s). Prime Contractor shall allot sufficient manpower and time for this to be completed by the end of each shift. Submit name of this person(s) to Construction Manager.
3. Construction Manager shall have the authority to give direction to person(s) on the Project Site identified by the Prime Contract as designated for cleanup tasks.
4. Any Prime Contract not providing personnel for Daily Cleaning will be Back Charged for labor provided by others to complete this task.
5. Contractor working solely in an area shall be responsible for clean/sweep of that area.
6. Daily cleaning will not mean any one Prime Contract is responsible for assisting another Prime Contract with removing major quantities of debris created by a particular Prime Contract's Work.
7. Daily cleaning will be mandated to remove from the building any debris created by day-to-day activities. Each Prime shall assist in sweeping shared work areas and shared corridors while working on site. Each Prime shall assist in mopping of shared corridors while working on site or as required by the Owner.

8. Prime Contractors shall provide sweeping compound for daily cleaning in their respective interior work areas. Each Prime Contract shall provide a sufficient number of brooms or other necessary tools, for use by their personnel to adequately fulfill their obligations.
9. Prime Contractors shall provide and maintain garbage cans/refuse containers with liners for each construction area of their respective contracts as directed by the Construction Manager and Prime Contractors shall be responsible for disposing of these materials to a dumpster.
10. Prime Contractors shall provide the necessary equipment/containers (lull/skip-box) to move daily clean/sweep debris from the building to a dumpster on a daily basis, for each construction area of their respective contracts.
11. Cleaning shall be deemed a Safety & Health issue, with Prime Contracts being held accountable for fulfilling their contractual obligations.
12. Final Cleaning: At Substantial Completion of each area of construction, each Prime Contract shall wipe/vacuum clean all of their respective installations; Prime Contractors shall mop clean all finish flooring and remove all marks/blemishes to the finish, for each construction area of their respective contracts. Each area of construction shall be wiped clean of all construction dust and debris prior to turnover to the Owner.

#### **1.07 WORK SCHEDULES**

- A. All work: done in accordance with a predetermined detailed Work Schedule agreed upon by Owner and Contractors. Each Prime Contractor shall submit a detailed Work Schedule to the Contractor for General Construction, within 15 days after Award of Contract. Schedule shall include all milestone and other significant dates. Contractor for General Construction shall combine all into a CPM schedule within 30 days of award and update weekly for the duration of the project, all primes to sign off on final CPM Schedule.
  1. Work Schedule shall be computer generated, in CPM format and in an additional format as approved by the Architect and Owner. Work Schedule shall be revised weekly during the Course of the Work. The latest revised Work Schedule shall be submitted each month with the Application for Payment.
- B. General Contractor shall coordinate work with the Owner, other Contractors at the site, and all of its subcontractors.
- C. Locations of trailers, storage areas, parking areas, and staging areas shall be coordinated with the Owner, Construction Manager and Architect.
- D. It will be the responsibility of the Contractor to carefully interface all construction operations until they reach their final completion, and so the Owner's programs and services can be carried on without interruptions so that a smooth flow of all operations by all involved trades will be achieved within the allotted time.

#### **1.08 ACCESS TO THE SITE**

- A. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### **1.09 CODES APPLICABLE**

- A. Construction will be governed by: New York State Uniform Fire Prevention and Building Code, current applicable edition, and its referenced codes and standards.  
State Education Department Manual for Planning Standards.

#### **1.10 PREPARATION OF SITE**

- A. Site drawings indicate existing grade elevations, final grade elevations, and locations of work on the property.
- B. Contractor agrees to accept site as indicated and to remove Encumbrances, which interfere with proper fulfillment of his work without change in Contract Sum.
- C. All Work as noted inside or outside of Contract Limit Lines shall be performed by Contractor as part of Contract Work.

#### **1.11 CONTRACTOR'S USE OF PREMISES**

- A. Confirm Operations at the Site to Areas and Methods Permitted by:
  - 1. Laws.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
  - 5. Owner's regulations.
- B. General: During the construction period the Contractor's shall have full use of the premises for construction operations. The Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- C. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- D. Do not unreasonable encumber site with materials or equipment.
- E. Do not load structure(s) with weight that will endanger structure.
- F. Each Subcontractor is responsible for protection and safekeeping of his materials, products and equipment stored on the premises of incorporated into the construction, until his contract is complete and accepted by the Owner.

- G. Site Access: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- H. Move at the Contractor's/Subcontractor's cost any stored materials, products or equipment which interfere with operations of Owner or others.
- I. Special Owner Requirements:
  - 1. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 2. All activities required on the site for completion of the work shall be accomplished within the Contract limit lines as indicated on the Drawings.

#### **1.12 LINE AND LEVELS**

- A. Drawings indicate location of the Work.
- B. Contractor shall layout all Work prior to construction and will be held responsible for its accuracy. Layout approval by Owner and Architect is required prior to construction.
- C. Owner shall establish a "Datum" or "Bench Mark" at convenient locations, which will remain throughout Work, for convenience and constant reference for use of all Contractors.
- D. Each Contractor is responsible for their own survey(s) and layout.

#### **1.13 TIME FOR COMPLETION**

- A. It shall be understood and mutually agreed that the time for Substantial Completion is an essential condition of this Contract.
- B. Contractor agrees that Work shall be prosecuted diligently and uninterruptedly at such rate as will insure Substantial Completion of all Work and Certificates of Occupancy on or before the date stated in the Contract.
- C. Its is expressly understood and agreed by Contractor and Owner that the time for Substantial Completion and Certificates of Occupancy are reasonable, taking into consideration average Climatic range, restrictions concerning use of the site, and Other conditions prevailing.
- D. Contractor shall schedule the Work accordingly.

#### **1.14 EXAMINATION OF SURFACES TO BE COVERED**

- A. Prior to application of materials included in the various Sections, the installer, the manufacturer's representative, and the Contractor shall together examine the building and surfaces upon which materials are to be supplied.
- B. The installer and the manufacturer's representative shall accept all surfaces and conditions affecting proper installation of their materials. The installer shall not proceed with the work until all conditions and surfaces not satisfactory to him.
- C. The Contractor shall do all work necessary to correct unsatisfactory conditions and surfaces not specifically included as work of the subcontractor.
- D. The subcontractor shall furnish to the Contractor for submission to the Architect 2 copies of his statement, countersigned by the manufacturer or his appointed representative that the entire installation has been made by correct techniques over properly prepared surfaces and under proper job conditions.

#### **1.15 FIRE SAFETY REQUIREMENTS**

- A. The Contractor shall conform to the following mandatory Requirements during the course of the work:
  - 1. Construction related debris shall be cleaned out of the Building at the end of each working day.
  - 2. No combustible materials shall be stored neither within the building, nor on the school grounds unless as directed.

#### **1.16 SCHEDULE OF VALUES REQUIREMENTS**

- A. The Contractor shall conform to the following mandatory requirements for percentages of the total contract value, including accepted add alternates, for the Schedule of Values (SOV) submission:
  - 1. General Conditions – 2%
  - 2. Meeting Attendance – 2%
  - 3. Shop Drawings / Samples Submissions – 1%
  - 4. Temporary Utilities & Services – 1%
  - 5. Coordination Drawings – 1%
  - 6. Punch-List – 1%
  - 7. Close-Out Documents (Warranties/Guarantees, As-Builts & O&M Manuals) – 3%

#### **1.17 COORDINATION DRAWINGS**

- A. The Contractor shall coordinate the work of all Sub-Contractors, arrange space conditions to accommodate the work of all trades and prepare composite drawings as required to scale, clearly showing the work of each trade Contractor in relation to each other.
- B. The Contractor will be held responsible to correct unsatisfactory conditions resulting from improper coordination.
- C. Contractors to communicate and supply shop drawings to each other to insure proper coordination.

- D. Coordination drawings shall be submitted to the Architect for review and approval.
- E. Daily field reports are to be provided by all Contractors to the Construction Manager.
- F. Coordination Meetings:
  - 1. General: Contractors are to prepare a written memorandum on required coordination activities. Include such items as required notices, reports, minutes of meetings, and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
  - 2. Weekly coordination meetings: Contractors shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of other parties involved in the project (i.e. Owner, Architect, CM, Sub-Contractors etc.). The Contractors shall record meeting results and shall make them available to the Project Team. These meetings are in addition to the specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Required attendance includes each prime contractor and every other entity identified by any prime contractor as being currently involved in the coordination or planning for the work of the entire project. Conduct meetings in a manner that resolve coordination problems. The Construction Manager shall have a representative at the meetings. The Contractors shall distribute copies of the meeting result to everyone in attendance, the Architect and to others affected by the decisions and actions resulting from each meeting.
- G. Scaled and figured dimensions with respect to the items are approximate only; sizes of equipment have been taken from typical equipment items of the classes indicated. Before proceeding with the work, the contractor shall carefully check all dimensions and sizes and shall assume full responsibility for the fitting in of equipment and materials to the building and to meet architectural and structural conditions.
- H. Separate plans shall also be prepared for sleeve locations and concrete pads for mechanical equipment required by all contractors for the performance of their work. These drawings shall be coordinated with the coordination drawings. When final information is received, such data shall be promptly inserted on the coordination drawings.
- I. The HVAC Contractor shall provide electronic drawing files, at a scale of 3/8" – 1'-0" showing all HVAC equipment, ductwork, and major piping, including elevations and dimensions to all fixed building elements, such as beams; columns, slabs; ceilings; including ceiling suspensions; framing; floor; walls; doors, including door swings; and windows affected by the equipment, ductwork, and piping. Show all registers, grilles, diffusers, radiators and convectors, and other terminal elements. Show location of all valves, dampers (fire, smoke, volume, and automatic), coils, humidifiers, smoke detectors, etc. requiring access for service and maintenance. Locate all access doors. Include large-scale details and sections as required to fully delineate the conditions in congested areas, leaving space for the work of the other contractors. Show plan

layout of all equipment bases, pads, and inertia blocks. Clearly label all work by HVAC Contractor.

- J. The Plumbing Contractor shall overlay on the electronic coordination drawings prepared by the HVAC Contractor which indicate all HVAC water supply, drain, waste, vent, sprinkler main and branch piping, risers and sprinkler heads and other major lines. Indicate piping elevations and locations of the fire hose cabinets, drinking fountains, etc., which encroach on duct shafts. Locate valves and other items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC work and with building construction. Use same scale as drawing being overlaid. Clearly label all work by Plumbing Contractor.
- K. The Electrical Contractor shall overlay on the electronic coordination drawings prepared by the HVAC, Plumbing and Fire Protection Contractors all main conduit and bus runs, cable trays, light fixtures, major equipment, and switch gear and panel boards and clearances. Show all items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC, Plumbing, and Fire Protection work and with building construction. Use same scale as drawings being overlaid. Clearly label all work by Electrical Contractor.
- L. Each Contractor shall use the signed completed coordination drawings as a working reference. Compare all shop drawings, prior to their submittal to the Architect, with the coordination drawings and revise the shop drawings to fit the coordination drawing condition. If revisions to the coordination drawings are required because of shop drawings, make revisions as directed by Construction Manager and notify all affected contractors with copy of notification to Construction Manager. Maintain up-to-date record of all revisions on own coordination drawing copies; keep one copy at project site.
- M. No extra compensation will be paid to any contractor for relocating any duct, pipe, conduit, or other material installed without coordination among trades involved or among other affected contractors. Each Contractor who causes any additional work to other contractors by improperly coordinated work or work not installed in accordance with the signed coordination drawings shall reimburse the affected other contractors for the cost of the additional work.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**End of this Section 01 10 10 MULTIPLE CONTRACT SUMMARY**

**OSBORN ELEMENTARY SCHOOL**



**SECTION 01 10 00**  
**MULTIPLE CONTRACT SUMMARY**  
**MIDLAND ELEMENTARY SCHOOL**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: Project consists of the construction of Additions and Renovations,
  - 1. Project Location:
    - i. Midland School insert address
  - 2. Owner: Rye City School District, 555 Theodore Fremd Avenue, Suite B 101, Rye, NY 10580
- B. Architect Identification: The Contract Documents, dated (date) were prepared for Project by Fielding International, Odeh Engineers, Weston & Sampson, PE, LS, LA, PC, Barile Gallagher & Associates, DP Design and Quest Environmental Solutions & Technologies, Inc.
- C. Construction Manager: Savin Engineers, P.C., 3 Campus Drive, Pleasantville, New York, 10570, has been engaged as Construction Manager for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.
- D. The Work consists of the construction of additions and alterations for the Rye City School District.
  - 1. The Work includes, additions and renovations to the existing elementary school, including associated sitework
  - 2. All materials, assemblies, forms and methods of construction and service equipment shall comply with the requirements of the latest edition of the New York State Building Code.

**1.03 DRAWINGS INCLUDED IN CONTRACT DOCUMENTS**

- A. Refer to List of Drawings located on Title Sheet of the Drawings.

**1.04 CONTRACT**

- A. The owner will award the following Construction Contracts for the Project in order to complete all work as indicated and specified:

**Contract 1 combined Contract with Osborn ES**

- **Midland ES Contract 1 GC: General Construction**
- **Midland ES Contract 1 MC: Mechanical**
- **Midland ES Contract 1 PC: Plumbing**
- **Midland ES Contract 1 EC: Electrical**

- B. In each case, the Contractor agrees to accept the site, as it exists and to remove any encumbrances, which interfere with proper fulfillment of the Work, without change in the Contract Sum.
- C. Accommodate the Owner's intention to continue occupy in the existing building, including site and to conduct normal school operations during the time of construction of the work.
1. Cooperate with the Owner's personnel in maintaining and facilitating access to the school building and its facilities by school personnel, school staff, and the public, while construction is still in progress.
  2. Emergency access at driveways and building entrances: Keep driveways and entrances serving the occupied school building clear and available to the Owner, the Owner's employees and the public, and to emergency vehicles at all times. Do not obstruct access to these areas or use such areas for parking, construction equipment or storage of materials.
  3. Schedule construction operations so as to minimize conflicts with and interruptions to daily school function. Coordinate necessary interruptions with Owner's personnel.
  4. The existing building must remain operational at all times, therefore the Contractors are responsible to maintain all systems such as but not limited to fire alarm, clocks, public address system, electric, gas services, heat, etc.
- D. The Contractor shall cooperate with separate Contractors for any separate Contracts that the Owner may award.

**1.05 MULTIPLE PRIME CONTRACTS**

- A. The Project will be constructed under a multiple prime-contracting agreement. Prime Contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. Each prime contract is performed concurrently with and closely coordinated with construction activities performed on the Project under other prime contracts. Prime Contracts for this Project include:

**Contract 1 combined Contract with Osborn ES**

- **Midland ES Contract 1 GC: General Construction**
- **Midland ES Contract 1 MC: Mechanical**
- **Midland ES Contract 1 PC: Plumbing**
- **Midland ES Contract 1 EC: Electrical**

- B. Contract Documents indicate the work of each prime Contract and related requirements and conditions that have an impact on the project. Related

requirements and conditions that are indicated on the Contract Documents include, but are not necessary limited to the following:

1. Phasing
2. Existing site conditions
3. Alternates
4. Allowances
5. Cutting and Finish Patching
6. Miscellaneous Steel associated with each Contract Work.
7. Firestopping
8. Final Cleanup (All Contracts are responsible for their final cleanup.)

C. Prime Contract Work: Each Prime Contract can be summarized as follows:

1. The **Contract for General Construction 1-GC** includes Architectural, Civil and Structural, plus other construction operations traditionally recognized as General Construction. General Construction Contractor is responsible to coordinate all primes tasks. It also includes administrative and coordination responsibilities. Work under this prime Contract includes, but is not limited to, the following:

#### **DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of Division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 10 00	<i>Tree Protection and Trimming</i>
02 21 13	<i>Site Survey</i>
02 30 00	<i>Soil Testing Services for reference on type of inspections and number of inspections and tests</i>
02 32 00	<i>Geotechnical Investigations</i>
02 41 19	<i>Selective Demolition</i>
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 21 00	<i>Concrete Reinforcement</i>
03 30 00	<i>Cast-In-Place Concrete</i>
<b>DIVISION 04</b>	<b>MASONRY</b>
04 20 00	<i>Unit Masonry</i>
<b>DIVISION 05</b>	<b>METALS</b>
05 12 00	<i>Structural Steel</i>
05 31 00	<i>Steel Decking</i>
05 40 00	<i>Cold-Formed metal Framing</i>
05 50 00	<i>Metal Fabrications</i>
<b>DIVISION 06</b>	<b>WOOD AND PLASTICS</b>
06 10 00	<i>Rough Carpentry</i>
06 16 43	<i>Exterior Gypsum Sheathing</i>
06 20 00	<i>Finish Carpentry</i>
06 40 23	<i>Architectural Woodwork</i>

<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 11 13	Bituminous Damproofing
07 21 00	Thermal Insulation
07 27 16	Sheet Membrane Air Barriers
07 46 46	Rain Screen Cladding System
07 53 23	EPDM Roofing
07 60 00	Flashing and Sheet Metal
07 81 00	Applied Fireproofing
07 84 00	Firestopping
07 92 00	Joint Sealants
07 95 00	Expansion Control
<b>DIVISION 08</b>	<b>OPENINGS</b>
08 11 00	Metal Doors and Frames
08 14 00	Wood Doors
08 31 00	Access Doors and Panels
08 35 13	Interior Glass Wall/Door System
08 51 00	Aluminum Windows and Doors
08 71 00	Door Hardware
08 81 00	Glass and Glazing
08 88 13	Interior Fire Rated Full Glass Doors
<b>DIVISION 09</b>	<b>FINISHES</b>
09 21 16	Gypsum Board Assemblies
09 51 23	Acoustical Tile Ceilings
09 65 00	Resilient Flooring
09 77 00	Magnetic Wall Coverings
09 81 29	Sprayed Acoustic Insulation
09 91 00	Painting
<b>DIVISION 10</b>	<b>SPECIALTIES</b>
10 11 00	Visual Display Signage
10 14 00	Signage
10 44 00	Fire Protection Specialties
10 51 23	Laminate Clad Lockers
10 56 13	Metal Storage Shelving
<b>DIVISION 11</b>	<b>EQUIPMENT</b>
11 68 00	Playground Equipment
<b>DIVISION 12</b>	<b>FURNISHINGS</b>
12 20 00	Window Treatments
<b>DIVISION 31</b>	<b>EARTHWORK</b>
31 01 01	Site Restoration
31 11 00	Clearing and Grubbing
31 11 11	Site Demolition
31 13 13	Tree Pruning and Tree and Stump Removals
31 22 13	Rough Grading

31 23 00	<i>Earthwork</i>
31 23 16	<i>Trenching Backfilling &amp; Compaction</i>
31 25 00	<i>Sediment and Erosion Control</i>
<b>DIVISION 32</b>	<b>EXTERIOR IMPROVEMENTS</b>
32 10 00	<i>Roadway &amp; Misc. Surface Subbase</i>
32 12 16	<i>Asphalt Concrete Paving</i>
32 12 43	<i>Porous Flexible Paving</i>
32 13 13	<i>Portland Cement Concrete Paving</i>
32 18 00	<i>Rubber Safety Surfacing</i>
31 30 00	<i>Site Improvements</i>
32 30 10	<i>Athletic Appurtenances</i>
32 31 13	<i>Chain Link Fence</i>
32 91 13	<i>Soil Preparation &amp; Soil Mixes</i>
32 92 00	<i>Lawns</i>
32 93 00	<i>Trees, Shrubs, Ground Cover and Landscaping</i>
<b>DIVISION 33</b>	<b>UTILITIES</b>
33 31 00	<i>Sanitary Sewage Disposal System</i>
33 40 00	<i>Storm Sewer Systems</i>
33 40 10	<i>Underground Stormwater Detention</i>
33 46 26	<i>Geotextile Fabrics</i>

- 2 The **Contract for Mechanical Construction 1- MC** includes heating, ventilation, and air conditioning system and the temperature control system. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 19	<i>Selective Demolition (as it relates to Mechanical Work)</i>
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 21 00	<i>Concrete Reinforcement (as it relates to work to be performed by this Contract)</i>
03 30 00	<i>CAST-IN-PLACE CONCRETE (as it relates to concrete pads for Mechanical Equipment)</i>
<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	<i>Firestopping (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 08</b>	<b>OPENINGS</b>

08 31 13	<i>Access Doors and Frames (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 23</b>	<b>HEATING, VENTILATING AND AIR CONDITIONING (HVAC)</b>
23 01 00	<i>General Conditions</i>
23 01 10	<i>Scope of Work</i>
23 02 00	<i>Hydronic Specialties</i>
23 02 50	<i>Packaged Rooftop Energy Recovery Units</i>
23 02 65	<i>Variable Refrigerant Flow Outdoor Units</i>
23 02 66	<i>Variable Refrigerant Flow Indoor Units</i>
23 02 80	<i>Variable Frequency Drives</i>
23 02 90	<i>Duct Mounted Coils</i>
23 03 00	<i>Fans</i>
23 03 10	<i>Hot Water Cabinet Heaters</i>
23 04 00	<i>Sheetmetal Work and Related Accessories</i>
23 04 10	<i>Piping, Fittings, Valves and Notes (Hot Water)</i>
23 04 20	<i>Supports, Sleeves and Plates</i>
23 04 30	<i>Insulation and Coverings</i>
23 04 40	<i>Dampers and Miscellaneous</i>
23 04 60	<i>Automatic Temperature Controls</i>
23 04 70	<i>Testing, Start-Up and Adjustments</i>
23 04 80	<i>General Labeling, Valve Charts and Piping Identification</i>
23 04 85	<i>HVAC Systems Commissioning</i>
23 04 90	<i>Guarantee</i>

3. The **Contract for Plumbing Construction 1-PC** includes plumbing equipment, accessories and piping systems. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of division 00 & 01

<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 19	<i>Selective Demolition (as it relates to Plumbing Work)</i>
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 30 00	<i>CAST-IN-PLACE CONCRETE (as it relates to concrete pads for Plumbing Equipment)</i>
<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	<i>FIRESTOPPING (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 08</b>	<b>OPENINGS</b>
08 31 13	<i>ACCESS DOORS AND FRAMES (as it relates to work to be performed by this Contract)</i>
<b>DIVISION 31</b>	<b>EARTHWORK</b>
31 23 16	<i>Trenching, Backfilling and Compaction Trenching, Backfilling and Compaction (as it relates in interior</i>

	<i>excavations for plumbing lines/piping)</i>
<b>DIVISION 22</b>	<b>PLUMBING</b>
22 01 00	<i>General Conditions</i>
22 01 25	<i>Scope of Work</i>
22 01 30	<i>Water Supply System</i>
22 01 60	<i>Sanitary and Storm Drainage Systems</i>
22 03 00	<i>Plumbing Fixtures and Equipment</i>
22 04 20	<i>Supports, Sleeves and Plates</i>
22 04 30	<i>Insulation</i>
22 04 70	<i>Tests and Adjustments</i>
22 04 80	<i>Tags, Charts and Identification</i>
22 04 90	<i>Guarantee</i>

4. The **Contract for Electrical Construction 1- EC** includes electric power distribution, lighting and telecommunication systems. Work under this prime Contract includes, but is not limited to, the following:

**DIVISION 00 & 01 GENERAL REQUIREMENTS**

All of division 00 & 01

<b>DIVISION 2</b>	<b>EXISTING CONDITIONS</b>
02 41 19	<i>Selective Demolition (as it relates to Electrical Work)</i>
<b>DIVISION 3</b>	<b>CONCRETE</b>
03 30 00	<i>CAST-IN-PLACE CONCRETE (as it relates to concrete pads for Electrical Equipment)</i>

<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07 84 00	<i>FIRESTOPPING (as it relates to work to be performed by this Contract)</i>

<b>DIVISION 8</b>	<b>OPENINGS</b>
08 31 13	<i>ACCESS DOORS AND FRAMES (as it relates to work to be performed by this Contract)</i>

<b>DIVISION 26</b>	<b>ELECTRICAL</b>
26 01 00	<i>General Conditions</i>
26 01 25	<i>Scope of Work</i>
26 01 50	<i>Approved Manufacturers</i>
26 02 00	<i>Conduit</i>
26 03 00	<i>Wire and Cable</i>
26 03 20	<i>Overcurrent Protective Devices</i>
26 03 50	<i>Boxes</i>
26 04 00	<i>Wiring Devices</i>
26 04 25	<i>Digital Lighting Control System</i>
26 04 50	<i>Cabinets and Enclosures</i>
26 05 00	<i>Supporting Devices</i>
26 05 50	<i>General Labeling and Identification</i>

26 05 75	<i>Interior Luminaires</i>
26 06 00	<i>Disconnect Switches</i>
26 06 50	<i>Grounding</i>
26 06 75	<i>High Performance K-7 Dry Type Transformers</i>
26 07 00	<i>Panelboards</i>
26 08 00	<i>Addressable Fire Protective Signaling System</i>
26 08 25	<i>Public Address System</i>
26 09 00	<i>Guarantee</i>
<b>DIVISION 27</b>	<b>COMMUNICATIONS</b>
27 41 15	<i>Hearing Loop Systems</i>
27 41 16	<i>Integrated Audiovisual Systems</i>

<b>DIVISION 32</b>	<b>EXTERIOR IMPROVEMENTS</b> (As it relates to electrical service and lighting)
<b>DIVISION 33</b>	<b>SITE UTILITIES</b> (As it relates to electrical service)

5. Definition of extent of Prime Contract work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Documents contain a more Specific description, general names and terminology on the Drawings and in the Specification Sections determine which prime contract includes a specific element of the Project.
6. Local custom and trade union jurisdictional settlements do not control the scope of Work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
7. If it becomes necessary to refer to the contract documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts, themselves; then, if a determination cannot be made from the prime Contracts, refer, in the following order, to the Supplementary Conditions, this section of the Specifications, followed by the other Division-1 sections and finally with the Drawings and other Sections of the Specifications.
8. If, after referring to the contract documents, it cannot be clearly determined which prime Contractor will perform a specific item of required work, then that item of work will be included as a part of the prime Contract for General Construction Work.
9. Summary of Reference: Work of the prime Contracts can be summarized by reference to the prime contracts, General Conditions, Supplementary Conditions, and Instructions to Modifications to the Contract Document issued subsequent to the initial printing of the Project Manual and



referenced by any of these. It is recognized that the work of the prime Contracts is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

## **1.06 MISCELLANEOUS**

A. The following additional requirements for the Contractor for **General Construction 1- GC Midland Elementary School** include, but not limited to the following:

1. Temporary site protection and fencing.
2. All blocking and in walls for use by other trades. Other trades shall identify the locations of required blocking.
3. Blocking where necessary for installation of work under the contract for general construction.
4. Furnish and install all slotted grilles adjacent to convention radiation, including in walls and casework.
5. Finish patching associated with this Contract Work. Other Contracts are responsible for their own cutting and patching.
6. Steel stud framing for all walls, interior and exterior.
7. Furnish all dumpsters for building construction, for use by all trades.
8. Install access panels/doors supplied by other trades.
9. Floor leveling in new construction is the responsibility of this Contract.
10. Dewatering facilities and drains.
11. Fire Protection specialties including fire extinguishers and cases.
12. Install sleeves, curbs, rails and other materials provided by other Contracts. Coordinate location of material installation with other Contractors.
13. Protection of work after installation.
14. Fire and smoke stop.
15. Interior floor, wall and ceiling expansion joints as per the contract documents.
16. Framing for soffits, interior and exterior.
17. All Interior Architectural Woodwork
18. All louvers, casework and interior millwork.
19. Legal Removal and Disposal of fill.
20. Provide Baseline General Construction Schedule incorporating the other Prime Contracts Schedules with the General Construction Schedule and provide an update to the construction schedule on a monthly basis for the duration of the project.

B. The following additional requirements for the Contractor for **Mechanical Construction 1- MC Midland Elementary School** include, but not limited to the following:

1. Removal of all debris.
2. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction (GC) to install.
3. Provide all excavation and backfill for trenches inside building walls.

4. Provide curbing for rooftop equipment and pipe portals to General Contractor (GC) for installation.
5. Provide starters and/or variable frequency drives/speed controllers to Electrical Contractor, installation to be by Electrical Contractor (EC).
6. Protection of work after installation.
7. Mechanical connections to equipment furnished by any other Contract.
8. Coordination Drawings, coordinate with Plumbing Contract and Electrical Contract.
9. Control wiring, regardless of voltage, for HVAC systems.
10. Trades shall identify the locations of required blocking.
11. Housekeeping pads.
12. Cutting and patching.
13. Firestopping.
14. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
15. Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
16. MEP to provide updated CPM schedules to the General Contractor.

C. The following additional requirements for the Contractor for **Plumbing Construction 1- PC Midland Elementary School** include, but not limited to the following:

1. The Plumbing contractor shall furnish, install and connect all plumbing supply, sanitary, and storm lines inside the building and to 5' (five feet) beyond the exterior building wall.
2. Removal of all debris.
3. Provide all excavation and backfill for trenches inside building walls.
4. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction to install.
5. Provide starters to Electrical Contractor, installation to be by Electrical Contractor.
6. Protection of work after installation.
7. Plumbing connection to equipment furnished by any other Contract.
8. Temporary Water: Provide temporary water service as noted in Section 01 50 00 Temporary Facilities and Controls - 3.2, C.
9. Install fixtures waste, vent, gas, water and other items for equipment provided by other Contracts.
10. Trades shall identify the locations of required blocking.
11. Housekeeping pads.
12. Cutting and patching.
13. Firestopping.
14. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
15. Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
16. MEP to provide updated CPM schedules to the General Contractor.

D. The following additional requirements for the Contractor for **Electrical Construction 1- EC Midland Elementary School** include, but not limited to the following:

1. Removal of all debris.
2. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction to install.
3. Provide all excavation and backfill for trenches inside building walls.
4. Install starters and/or variable frequency drives/speed controllers supplied by other trades.
5. Protection of work after installation.
6. Electrical connections to equipment supplied by other Contracts.
7. Electrical Contractor will be responsible for all site electrical excavation and backfilling.
8. Building mounted lighting and main electric power.
9. Remove and legally dispose of existing PCB containing lighting fixtures, bulbs and ballast.
10. Temporary Electric: Provide Temporary Electrical service and lighting for the project as noted in Section 01 50 00 Temporary Facilities and Controls – 3.2, G, H & I.
11. Electrical Contract will remove wiring to light fixtures, drop fixtures to floor for GC Contract-1 to pick up and dispose of.
12. Trades shall identify the locations of required blocking.
13. Provide the General Contractor, within 15 days of award, a schedule with line items and various tasks broken down with start dates and duration days and provide the same on a monthly basis for the duration of the project.
14. Housekeeping pads.
15. Cutting and patching.
16. Firestopping.
17. Temporarily remove, store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
18. Temporary lighting for sidewalk sheds/bridges.
19. MEP to provide updated CPM schedules to the General Contractor.
20. All work associated with the installation of the upgraded electrical service to the Midland Elementary School.

E. Temporary service shall be provided as follows:

1. Temporary power and lighting for building and site. Electric consumption to be paid by **Owner**. Temporary electrical service to be available 24hours/day, 7days/week at no additional cost to the owner.
2. Temporary Heat by the **Contractor for General Construction-1- GC Midland Elementary School** including temporary enclosures at all openings to maintain heat and provide heat for temperature sensitive work activities and material installations and storage, this includes but not limited to cold weather protection for masonry and concrete construction activities. Refer to Temporary Facilities and Controls 01 50 00 for additional information.

3. Temporary sanitary facilities by **Contractor for General Construction 1- GC Midland Elementary School.** Minimum one unit per 10 workers and separate unit for women with lock as it applies to each School.
4. Temporary water by **Contractor for Plumbing Construction 1- PC Midland Elementary School.**
5. Snow plowing/shoveling all building areas exposed to weather, inclusive of the Staging Area, temporary parking areas and access to the Owners Trailer/Field Office by **Contractor for General Construction 1- GC Midland Elementary School**
6. Project identification and safety signs by **Contractor for General Construction 1- GC Midland Elementary School.**
7. Each Contract is responsible for their temporary offices, storage trailers, electric hook-up and phone service.

**F. DAILY CLEANING**

1. Daily Cleaning: All Prime Contracts are responsible for any and all debris caused by their Work, including the Work of their subcontractors. A daily clean up and disposal is required by each Prime Contract for the periods which that Prime Contract, or its sub-contractors, are performing Work on site.
2. Assign at least one person for a daily clean and sweep of the work area(s). Prime Contractor shall allot sufficient manpower and time for this to be completed by the end of each shift. Submit name of this person(s) to Construction Manager.
3. Construction Manager shall have the authority to give direction to person(s) on the Project Site identified by the Prime Contract as designated for cleanup tasks.
4. Any Prime Contract not providing personnel for Daily Cleaning will be Back Charged for labor provided by others to complete this task.
5. Contractor working solely in an area shall be responsible for clean/sweep of that area.
6. Daily cleaning will not mean any one Prime Contract is responsible for assisting another Prime Contract with removing major quantities of debris created by a particular Prime Contract's Work.
7. Daily cleaning will be mandated to remove from the building any debris created by day-to-day activities. Each Prime shall assist in sweeping shared work areas and shared corridors while working on site. Each Prime shall assist in mopping of shared corridors while working on site or as required by the Owner.
8. Prime Contractors shall provide sweeping compound for daily cleaning in their respective interior work areas. Each Prime Contract shall provide a sufficient number of brooms or other necessary tools, for use by their personnel to adequately fulfill their obligations.
9. Prime Contractors shall provide and maintain garbage cans/refuse containers with liners for each construction area of their respective contracts as directed by the Construction Manager and Prime Contractors shall be responsible for disposing of these materials to a dumpster.

10. Prime Contractors shall provide the necessary equipment/containers (lull/skip-box) to move daily clean/sweep debris from the building to a dumpster on a daily basis, for each construction area of their respective contracts.
11. Cleaning shall be deemed a Safety & Health issue, with Prime Contracts being held accountable for fulfilling their contractual obligations.
12. Final Cleaning: At Substantial Completion of each area of construction, each Prime Contract shall wipe/vacuum clean all of their respective installations; Prime Contractors shall mop clean all finish flooring and remove all marks/blemishes to the finish, for each construction area of their respective contracts. Each area of construction shall be wiped clean of all construction dust and debris prior to turnover to the Owner.

#### **1.07 WORK SCHEDULES**

- A. All work: done in accordance with a predetermined detailed Work Schedule agreed upon by Owner and Contractors. Each Prime Contractor shall submit a detailed Work Schedule to the Contractor for General Construction, within 15 days after Award of Contract. Schedule shall include all milestone and other significant dates. Contractor for General Construction shall combine all into a CPM schedule within 30 days of award and update weekly for the duration of the project, all primes to sign off on final CPM Schedule.
  1. Work Schedule shall be computer generated, in CPM format and in an additional format as approved by the Architect and Owner. Work Schedule shall be revised weekly during the Course of the Work. The latest revised Work Schedule shall be submitted each month with the Application for Payment.
- B. General Contractor shall coordinate work with the Owner, other Contractors at the site, and all of its subcontractors.
- C. Locations of trailers, storage areas, parking areas, and staging areas shall be coordinated with the Owner, Construction Manager and Architect.
- D. It will be the responsibility of the Contractor to carefully interface all construction operations until they reach their final completion, and so the Owner's programs and services can be carried on without interruptions so that a smooth flow of all operations by all involved trades will be achieved within the allotted time.

#### **1.08 ACCESS TO THE SITE**

- A. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### **1.09 CODES APPLICABLE**

- A. Construction will be governed by: New York State Uniform Fire Prevention and Building Code, current applicable edition, and its referenced codes and standards.  
State Education Department Manual for Planning Standards.

#### **1.10 PREPARATION OF SITE**

- A. Site drawings indicate existing grade elevations, final grade elevations, and locations of work on the property.
- B. Contractor agrees to accept site as indicated and to remove Encumbrances, which interfere with proper fulfillment of his work without change in Contract Sum.
- C. All Work as noted inside or outside of Contract Limit Lines shall be performed by Contractor as part of Contract Work.

#### **1.11 CONTRACTOR'S USE OF PREMISES**

- A. Confirm Operations at the Site to Areas and Methods Permitted by:
1. Laws.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
  5. Owner's regulations.
- B. General: During the construction period the Contractor's shall have full use of the premises for construction operations. The Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- C. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- D. Do not unreasonable encumber site with materials or equipment.
- E. Do not load structure(s) with weight that will endanger structure.
- F. Each Subcontractor is responsible for protection and safekeeping of his materials, products and equipment stored on the premises of incorporated into the construction, until his contract is complete and accepted by the Owner.
- G. Site Access: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- H. Move at the Contractor's/Subcontractor's cost any stored materials, products

or equipment which interfere with operations of Owner or others.

I. Special Owner Requirements:

1. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
2. All activities required on the site for completion of the work shall be accomplished within the Contract limit lines as indicated on the Drawings.

**1.12 LINE AND LEVELS**

- A. Drawings indicate location of the Work.
- B. Contractor shall layout all Work prior to construction and will be held responsible for its accuracy. Layout approval by Owner and Architect is required prior to construction.
- C. Owner shall establish a "Datum" or "Bench Mark" at convenient locations, which will remain throughout Work, for convenience and constant reference for use of all Contractors.
- D. Each Contractor is responsible for their own survey(s) and layout.

**1.13 TIME FOR COMPLETION**

- A. It shall be understood and mutually agreed that the time for Substantial Completion is an essential condition of this Contract.
- B. Contractor agrees that Work shall be prosecuted diligently and uninterruptedly at such rate as will insure Substantial Completion of all Work and Certificates of Occupancy on or before the date stated in the Contract.
- C. Its is expressly understood and agreed by Contractor and Owner that the time for Substantial Completion and Certificates of Occupancy are reasonable, taking into consideration average Climatic range, restrictions concerning use of the site, and Other conditions prevailing.
- D. Contractor shall schedule the Work accordingly.

**1.14 EXAMINATION OF SURFACES TO BE COVERED**

- A. Prior to application of materials included in the various Sections, the installer, the manufacturer's representative, and the Contractor shall together examine the building and surfaces upon which materials are to be supplied.
- B. The installer and the manufacturer's representative shall accept all surfaces and conditions affecting proper installation of their materials. The installer shall not proceed with the work until all conditions and surfaces not satisfactory to him.

- C. The Contractor shall do all work necessary to correct unsatisfactory conditions and surfaces not specifically included as work of the subcontractor.
- D. The subcontractor shall furnish to the Contractor for submission to the Architect 2 copies of his statement, countersigned by the manufacturer or his appointed representative that the entire installation has been made by correct techniques over properly prepared surfaces and under proper job conditions.

#### **1.15 FIRE SAFETY REQUIREMENTS**

- A. The Contractor shall conform to the following mandatory Requirements during the course of the work:
  - 1. Construction related debris shall be cleaned out of the Building at the end of each working day.
  - 2. No combustible materials shall be stored neither within the building, nor on the school grounds unless as directed.

#### **1.16 SCHEDULE OF VALUES REQUIREMENTS**

- A. The Contractor shall conform to the following mandatory requirements for percentages of the total contract value, including accepted add alternates, for the Schedule of Values (SOV) submission:
  - 1. General Conditions – 2%
  - 2. Meeting Attendance – 2%
  - 3. Shop Drawings / Samples Submissions – 1%
  - 4. Temporary Utilities & Services – 1%
  - 5. Coordination Drawings – 1%
  - 6. Punch-List – 1%
  - 7. Close-Out Documents (Warranties/Guarantees, As-Builts & O&M Manuals) – 3%

#### **1.17 COORDINATION DRAWINGS**

- A. The Contractor shall coordinate the work of all Sub-Contractors, arrange space conditions to accommodate the work of all trades and prepare composite drawings as required to scale, clearly showing the work of each trade Contractor in relation to each other.
- B. The Contractor will be held responsible to correct unsatisfactory conditions resulting from improper coordination.
- C. Contractors to communicate and supply shop drawings to each other to insure proper coordination.
- D. Coordination drawings shall be submitted to the Architect for review and approval.
- E. Daily field reports are to be provided by all Contractors to the Construction Manager.
- F. Coordination Meetings:



1. General: Contractors are to prepare a written memorandum on required coordination activities. Include such items as required notices, reports, minutes of meetings, and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
  2. Weekly coordination meetings: Contractors shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of other parties involved in the project (i.e. Owner, Architect, CM, Sub-Contractors etc.). The Contractors shall record meeting results and shall make them available to the Project Team. These meetings are in addition to the specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Required attendance includes each prime contractor and every other entity identified by any prime contractor as being currently involved in the coordination or planning for the work of the entire project. Conduct meetings in a manner that resolve coordination problems. The Construction Manager shall have a representative at the meetings. The Contractors shall distribute copies of the meeting result to everyone in attendance, the Architect and to others affected by the decisions and actions resulting from each meeting.
- G. Scaled and figured dimensions with respect to the items are approximate only; sizes of equipment have been taken from typical equipment items of the classes indicated. Before proceeding with the work, the contractor shall carefully check all dimensions and sizes and shall assume full responsibility for the fitting in of equipment and materials to the building and to meet architectural and structural conditions.
- H. Separate plans shall also be prepared for sleeve locations and concrete pads for mechanical equipment required by all contractors for the performance of their work. These drawings shall be coordinated with the coordination drawings. When final information is received, such data shall be promptly inserted on the coordination drawings.
- I. The HVAC Contractor shall provide electronic drawing files, at a scale of 3/8" – 1'-0" showing all HVAC equipment, ductwork, and major piping, including elevations and dimensions to all fixed building elements, such as beams; columns, slabs; ceilings; including ceiling suspensions; framing; floor; walls; doors, including door swings; and windows affected by the equipment, ductwork, and piping. Show all registers, grilles, diffusers, radiators and convectors, and other terminal elements. Show location of all valves, dampers (fire, smoke, volume, and automatic), coils, humidifiers, smoke detectors, etc. requiring access for service and maintenance. Locate all access doors. Include large-scale details and sections as required to fully delineate the conditions in congested areas, leaving space for the work of the other contractors. Show plan layout of all equipment bases, pads, and inertia blocks. Clearly label all work by HVAC Contractor.
- J. The Plumbing Contractor shall overlay on the electronic coordination drawings prepared by the HVAC Contractor which indicate all HVAC water supply, drain, waste, vent, sprinkler main and branch piping, risers and sprinkler heads and other major lines. Indicate piping elevations and locations of the fire hose cabinets, drinking fountains, etc., which encroach on duct shafts. Locate valves

and other items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC work and with building construction. Use same scale as drawing being overlaid. Clearly label all work by Plumbing Contractor.

- K. The Electrical Contractor shall overlay on the electronic coordination drawings prepared by the HVAC, Plumbing and Fire Protection Contractors all main conduit and bus runs, cable trays, light fixtures, major equipment, and switch gear and panel boards and clearances. Show all items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC, Plumbing, and Fire Protection work and with building construction. Use same scale as drawings being overlaid. Clearly label all work by Electrical Contractor.
- L. Each Contractor shall use the signed completed coordination drawings as a working reference. Compare all shop drawings, prior to their submittal to the Architect, with the coordination drawings and revise the shop drawings to fit the coordination drawing condition. If revisions to the coordination drawings are required because of shop drawings, make revisions as directed by Construction Manager and notify all affected contractors with copy of notification to Construction Manager. Maintain up-to-date record of all revisions on own coordination drawing copies; keep one copy at project site.
- M. No extra compensation will be paid to any contractor for relocating any duct, pipe, conduit, or other material installed without coordination among trades involved or among other affected contractors. Each Contractor who causes any additional work to other contractors by improperly coordinated work or work not installed in accordance with the signed coordination drawings shall reimburse the affected other contractors for the cost of the additional work.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**End of this Section 01 10 10 MULTIPLE CONTRACT SUMMARY**

**MIDLAND ELEMENTARY SCHOOL**

## SECTION 01 11 00

### MILESTONE SCHEDULE

#### PART 1 – GENERAL

##### 1.01 MASTER SCHEDULE

The following milestone schedule serves as a basis for bidding. A Master Schedule will be developed at a general meeting of the awarded contractor within 10 days of Award the Contracts. This Master Schedule will incorporate the milestones listed below.

##### 1.02 SUBSTANTIAL COMPLETION & MILESTONE DATES

- A. Award Contracts within 30 days of Contract Opening
- B. Start Construction – Date of Award of Contracts
- C. Milestone Dates

#### **Osborn Elementary School**

ADDITION-Commence Construction	October 18, 2021
Substantial Completion	December 2, 2022

RENOVATION-Commence	June 26, 2023
Substantial Completion	August 18, 2023

Completion of Punchlist & Project Closeout	September 22, 2023
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#### **Midland Elementary School**

ADDITION-Commence Construction	October 18, 2021
Substantial Completion	December 2, 2022

RENOVATION-Commence	June 26, 2023
Substantial Completion	August 18, 2023

Completion of Punchlist & Project Closeout	September 22, 2023
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#### **Midland ES Sitework & Osborn ES Sitework and Modular Bldg's**

Commence Sitework and Osborn Modular Relocation	June 26, 2023
Completion	August 18, 2023

Asbestos Abatement at all schools and building is critical to the construction schedule and shall be scheduled so that the abatement is complete within the first two weeks of renovation construction. The Rye City School District will make arrangements to have the building available for second shift and 24 hour work if necessary to complete the asbestos abatement work in the first two weeks.

- D. Final Close-out of all Contract
  - a. Final Close-out of Contract

- i. Final close out of all contracts shall be within 30 days of the substantial completion dates established above. All work including, but not limited to punch lists, project closeout, testing, balancing, owners operation, O&M manuals, as-builts, warranties, etc. shall be complete.
- ii. All work required by the Construction Manager to execute final closeout of contracts after dates noted established above, if determined to be caused by contractor, shall result in payment to the Construction Manager in the form of a change order deduct to the base contract.

F. Coordination of Move-In

It is the intent of the School District to begin move-in of furnishings, fixtures and equipment prior to the dates of substantial completion as outlined above. The Contractor shall work in harmony with the School District to facilitate such move-ins for the purpose of beneficial use and occupancy.

G. School District/School Operation and Custodial Hours

During the Summer work will be permitted between 7:00 a.m. and 4:00 p.m. all days except Saturday and Sundays. Any special work arrangements must be made through the Owner. Work during the School Year must be scheduled after School Hours.

During the school year the schools will be open until 11:00p.m. Any work during the school year must be performed after school hours and end before 10:00 p.m. No work may occur in the school during occupied times unless there is a separation and separate access to the work area and noise is restricted to max 60 db. Any requests to work during school hours must be submitted in writing to the School District for approval. The submission must include a diagram showing how the construction area will be separated from occupied areas. Additionally, it must show temporary measures to be installed such as ventilation, screening, dust protection, fire separation, etc. The School District reserves it's right to accept or reject the request at their discretion.

END OF SECTION

**SECTION 01 14 00**  
**NYSED 155.5 REGULATIONS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract for Construction, and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.
  - 1. Occupied portions of the building.
  - 2. General safety and security standards.
  - 3. Separation of construction areas from occupied spaces.
  - 4. Control of noise.
  - 5. Control of contaminants.
  - 6. Control of volatile organic compounds.
  - 7. Asbestos abatement projects.
  - 8. Lead remediation projects
  - 9. Temporary heat of occupied spaces
  - 10. Polychlorinated Biphenyls (PCBs)
- B. These are requirements of section 155.5 of the Commissioner of Education's regulations to protect the health and safety of occupants of the building during construction. This is not the text of the regulations

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.1 OCCUPIED PORTIONS OF THE BUILDING**

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
  - 1. No smoking is allowed on public school property, including construction areas.
  - 2. During construction daily inspections of district-occupied areas shall be conducted by Owner or RCSD personnel to assure that construction

materials, equipment or debris do not block fire exits or emergency egress windows.

3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

### **3.2 GENERAL SAFETY AND SECURITY STANDARDS FOR CONSTRUCTION PROJECTS**

- A. All construction materials shall be stored in a safe and secure manner.
- B. Fences around construction supplies or debris shall be maintained.
- C. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
- D. 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.
- E. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites."

### **3.3 SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED SPACES**

- A. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by Owner or RCSD 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.
- B. Temporary partitions for the separation of construction areas from occupied spaces are shown on the Construction Phasing drawings.

### **3.4 CONTROL OF NOISE**

- A. 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

### **3.5 CONTROL OF CONTAMINATES**

- A. 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.

### **3.6 CONTROL OF VOLATILE ORGANIC COMPOUNDS**

- A. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.

### **3.7 HAZARDOUS MATERIALS**

- A. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
  - 1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
  - 2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
- B. Asbestos abatement projects
  - 1. All school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos.
  - 2. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. Note: It is our 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 noncombustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.

3. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

#### C. Lead Remediation projects

1. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

#### D. POLYCHLORINATED BIPHENYLS (PCBs)

1. ALL PCB abatement projects shall comply with all applicable federal and NY State laws. Cleanup and disposal of PCB remediation and bulk product waste is subject to U.S. EPA regulations under the Toxic Substances Control Act (40 CFR 761). Disposal of contaminated materials from abatement activities (soil or caulk) is regulated by the NYSDEC solid waste regulations (6NYCRR Part 360) if concentrations are <50 ppm and by the hazardous waste regulations (6NYCRR 370-373) if PCB concentrations are 50 ppm or greater.

### 3.8 EXITING

- A. All prime contractors shall prepare and maintain a plan detailing how exiting, required by the applicable building code, shall be maintained during construction.
  1. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period.
  2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
  3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
  4. The fire exiting plan shall be reviewed and approved by the Architect.

### 3.9 VENTILATION

- A. Prepare a plan detailing how adequate ventilation will be maintained during construction.



1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

### **3.10 HEAT**

- A. The contractor shall maintain a minimum temperature of 65° in all occupied interior spaces from September 15th to May 31st. Direct fired fuel-burning heating units shall not be used in any space of pupil occupancy.

### **3.11 PESTICIDE USE**

- A. Pesticide applications may only be performed by individuals currently certified by the State Department of Environmental Conservation (DEC) per DEC Part 325.7 as a pesticide applicator or by a certified pesticide technician or an apprentice working under the direct on-site supervision of a certified applicator. It is illegal for any individual other than those noted above to apply any pesticide products in a school building or on school grounds.

END OF SECTION 01 14 00

[illegible]

## **SECTION 01 21 00.1 ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract for Construction and Division 00 and 01 Specification Sections, apply to this Section.
- B. 01 21 00.2 Allowances Attachment

#### **1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
  - 2. Allowances for specific work elements.

#### **1.03 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### **1.04 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## **1.05 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

## **1.6 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed for the Owner's purposes and only by Field Orders/Directives from the Architect that indicate amounts to be charged to the allowance. Overhead, profit, insurance and Bond Premium are not an allowable cost for work completed under the allowance.
- B. Prime Contract related costs for products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes (if applicable), insurance, equipment rental, and similar costs.
- C. Field Orders authorizing use of funds from the contingency allowance shall include all Prime Contract related costs. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.
  - 1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.
  - 2. By estimating the fair and reasonable cost of:
    - a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
    - b. Materials.
    - c. Equipment, excluding hand tools.
  - 3. Time and Materials.
  - 4. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## **1.07 ALLOWANCES FOR SPECIFIC WORK ELEMENTS**

- A. Use the allowance for specific work elements only as directed for the Owner's purposes and only by Field Orders/ Directives from the Architect that indicate amounts to be charged to the allowance. Overhead, profit, and Bond Premium are not an allowable cost for work completed under the allowance.
- B. Prime Contract related costs for products and equipment ordered by the Owner under the allowance for specific work elements are not part of the Contract Sum. These costs

include delivery, installation, taxes (if applicable), insurance, equipment rental, and similar costs.

- C. Field Orders authorizing use of funds from the allowance for specific work elements shall include all Prime Contract related costs. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.
1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.
  2. By estimating the fair and reasonable cost of:
    - a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
    - b. Materials.
    - c. Equipment, excluding hand tools.
  3. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.
  4. Time and Materials
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### **1.08 UNUSED MATERIALS**

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

#### **3.02 PREPARATION**

*Rye City School District  
Osborn Elementary School,  
Midland Elementary School*

ALLOWANCES

01 21 00.1 - 3

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.03 SCHEDULE OF ALLOWANCES

#### CONTRACT 1 OSBORN ES and MIDLAND ES

A. **Osborn ES : General Construction**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 General Construction (GC) \$ 50,000.00

**Midland ES: General Construction**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 General Construction (GC) \$ 50,000.00

B. **Osborn ES: Mechanical**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 Mechanical (MC) \$ 15,000.00

**Midland ES: Mechanical**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 Mechanical (MC) \$ 15,000.00

C. **Osborn ES: Plumbing**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 Plumbing (PC) \$ 5,000.00

**Midland ES: Plumbing**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 Plumbing (PC) \$ 5,000.00

**D. Osborn ES: Electrical**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 4 Electrical (EC)	\$ 25,000.00
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**Midland ES: Electrical**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 4 Electrical (EC)	\$ 25,000.00
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END OF SECTION 01 21 00

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**SECTION 01 21 00.2  
ALLOWANCES  
ATTACHMENT**

**SCHEDULE OF ALLOWANCES**

**A. CONTRACT 1 OSBORN ES and MIDLAND ES**

**A. Osborn ES : General Construction**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 General Construction (GC)    \$ 50,000.00

**Midland ES: General Construction**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 General Construction (GC)    \$ 50,000.00

**B. Osborn ES: Mechanical**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 Mechanical (MC)                    \$ 15,000.00

**Midland ES: Mechanical**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 Mechanical (MC)                    \$ 15,000.00

**C. Osborn ES: Plumbing**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 1 Plumbing (PC)                    \$ 5,000.00

**Midland ES: Plumbing**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 1 Plumbing (PC)                    \$ 5,000.00

**D. Osborn ES: Electrical**

Allowance No. 1a Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1a Contract No. 4 Electrical (EC) \$ 25,000.00

**Midland ES: Electrical**

Allowance No. 1b Include in the base bid a contingency allowance in the amounts listed below for unforeseen conditions.

Allowance No. 1b Contract No. 4 Electrical (EC) \$ 25,000.00

***Circle the Allowance(s) for the Contract submitted***

Submitted by:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

END OF SECTION 01 21 00 ATTACHMENT

## SECTION 01 23 00.1

### ALTERNATES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Description of changes to be incorporated into the Prime Contract for Site Work as described in this specification section and as shown within the Contract Documents.

##### 1.02 REQUIREMENTS

- A. Alternates quoted on the bid form will be reviewed and accepted or rejected at the Owner's discretion. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate all related work and modify surrounding work as required to integrate the work of each alternate selected by the Owner.
- C. The bidder shall enter the amount of the increase or decrease for each alternate in the appropriate column of the Bid Form, and this amount shall be indicated in numerical figures and also written out in full in the space provided for each alternate.
- D. References to Project Manual specification divisions or sections to describe the work required by an alternate as indicated are not intended to restrict the work of the alternate to a single contract or trade but to provide reference to that work comprising the major portion of the alternate. It shall be the responsibility of all Contractors to determine the extent of all work and materials required by the alternate and to include any additional cost in the proposal for the alternate.

##### 1.03 SELECTION AND AWARD OF ALTERNATES

- A. The Contract will be awarded to the qualified bidder whose lump sum base bid, together with any alternates which the Owner may wish to accept, totals the lowest number of dollars.

##### 1.04 DESCRIPTION OF ALTERNATES

- A. Alternate A- Osborn Elementary School Modular Relocation
  - 1. Relocation of existing Modulares; remove existing modular at the Osborn School and relocate them to the Rye High School Middle School site at the field adjacent to the art rooms.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

NOT USED

END OF SECTION 01 23 00.1

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**SECTION 01 23 00.2  
ALTERNATES  
ATTACHMENT**

**ALTERNATES**

**A. Alternate A Osborn Elementary School Modular Relocation**

1. Relocation of existing Modulares; remove existing modular at the Osborn School and relocate them to the Rye High School Middle School site at the field adjacent to the art rooms.

Add or Delete: \_\_\_\_\_ \$  
Circle one

Submitted by:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

END OF SECTION 01 23 00.2 ATTACHMENT

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## SECTION 012500

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

##### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

##### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form provided in Project Manual acceptable to Architect.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
  - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through



Construction Manager of acceptance or rejection of proposed substitution within seven days of receipt of request, or days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## 1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of

the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 7 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

##### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 OR web-based Project management software.

##### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- c. Include costs of labor and supervision directly attributable to the change.
- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use forms acceptable to Architect OR form provided as part of web-based Project management software.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect and Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect OR form provided as part of web-based Project management software.

## 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

## 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect and Construction Manager will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual OR form provided as part of web-based Project management software.

## 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect and Construction Manager may issue a Construction Change Directive on form included in Project Manual OR form provided as part of web-based Project management software]. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

## 1.8 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect and Construction Manager may issue a Work Change Directive on form included in Project Manual OR form provided as part of web-based Project management software. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## **SECTION 012900**

### **PAYMENT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

##### **1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

##### **1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect through Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 011000 "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
  - a. Project name and location.
  - b. Owner's name.
  - c. Owner's Project number.
  - d. Name of Architect.
  - e. Architect's Project number.
  - f. Contractor's name and address.
  - g. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site.
5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.



6. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
7. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
8. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and Construction Manager and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the last day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. **Transmittal:** Submit three signed and notarized original copies of each Application for Payment to Architect through Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  5. Products list (preliminary if not final).
  6. Sustainable design action plans, including preliminary project materials cost data.
  7. Schedule of unit prices.
  8. Submittal schedule (preliminary if not final).
  9. List of Contractor's staff assignments.
  10. List of Contractor's principal consultants.
  11. Copies of building permits.
  12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  13. Initial progress report.
  14. Report of preconstruction conference.
  15. Certificates of insurance and insurance policies.
  16. Performance and payment bonds.
  17. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
    - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. Use AIA Document G706, AIA Document G706A or AIA Document G707 as determined by Architect.
6. Evidence that claims have been settled.
7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
8. Final liquidated damages settlement statement.
9. Proof that taxes, fees, and similar obligations are paid.
10. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

**SECTION 013100**  
**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Web-based Project management software package.
  - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 011000 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 DEFINITIONS**

- A. RFI: Request for Information. Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 20 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, in web-based Project software directory, and in prominent location in each built facility. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination of Multiple Contracts: Each contractor shall cooperate with Project coordinator, who shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

Retain first option in "Administrative Procedures" Paragraph below for projects with multiple contracts. For second option, coordinate with requirements for Project coordinator in Section 011200 "Multiple Contract Summary" and identification of Project coordinator in Section 011000 "Summary." Revise description of administrative activities below to suit Project.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

## 1.6 COORDINATION DRAWINGS

- a. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- e. Indicate required installation sequences.
- f. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling, raised floor, and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms, showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.



9. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Submittal Format: Submit or post coordination drawing files using PDF format.
2. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

## 1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Name of Architect and Construction Manager.
5. Architect's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.

12. Field dimensions and conditions, as appropriate.
  13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  14. Contractor's signature.
  15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form bound in Project Manual or Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 5 days of receipt of the RFI response.

- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project management software. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect and Construction Manager.
  4. RFI number, including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's and Construction Manager's response was received.
  8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within three days if Contractor disagrees with response.

## 1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction based only on met items listed below..
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  3. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - a. Subcontractors and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
  4. The following digital data files will be furnished for each appropriate discipline:
    - a. Floor plans.
    - b. Reflected ceiling plans.
- B. Web-Based Project Management Software Package: Use Construction Manager's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.

1. Web-based Project management software includes, at a minimum, the following features:
  - a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
  - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
  - c. Document workflow planning, allowing customization of workflow between project entities.
  - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
  - e. Track status of each Project communication in real time, and log time and date when responses are provided.
  - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
  - g. Processing and tracking of payment applications.
  - h. Processing and tracking of contract modifications.
  - i. Creating and distributing meeting minutes.
  - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility, including smartphones and tablets.
2. Provide up to seven Project management software user licenses for use of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and Architect's consultants. Provide eight hours of software training at Architect's office for web-based Project software users.
3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
4. Provide one of the following Project management software packages under their current published licensing agreements:
  - a. Autodesk; Constructware.
  - b. Corecon Technologies, Inc.
  - c. Deltek, Inc.
  - d. Meridian Systems; Prolog.
  - e. Newforma, Inc.
  - f. Procore Technologies, Inc.
  - g. Viewpoint, Inc.; Viewpoint for Projects.

C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.9 PROJECT MEETINGS

A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Responsibilities and personnel assignments.
  - b. Tentative construction schedule.
  - c. Phasing.
  - d. Critical work sequencing and long lead items.

- e. Designation of key personnel and their duties.
  - f. Lines of communications.
  - g. Use of web-based Project software.
  - h. Procedures for processing field decisions and Change Orders.
  - i. Procedures for RFIs.
  - j. Procedures for testing and inspecting.
  - k. Procedures for processing Applications for Payment.
  - l. Distribution of the Contract Documents.
  - m. Submittal procedures.
  - n. Sustainable design requirements.
  - o. Preparation of Record Documents.
  - p. Use of the premises and existing building.
  - q. Work restrictions.
  - r. Working hours.
  - s. Owner's occupancy requirements.
  - t. Responsibility for temporary facilities and controls.
  - u. Procedures for moisture and mold control.
  - v. Procedures for disruptions and shutdowns.
  - w. Construction waste management and recycling.
  - x. Parking availability.
  - y. Office, work, and storage areas.
  - z. Equipment deliveries and priorities.
  - aa. First aid.
  - bb. Security.
  - cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
  - 4. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 5. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
  - 6. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow,

- shall attend the meeting. Advise Architect, Construction Manager, and Owner's Commissioning Authority of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 40 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
  - a. Preparation of Record Documents.
  - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - c. Procedures for completing and archiving web-based Project software site data files.
  - d. Submittal of written warranties.
  - e. Requirements for preparing operations and maintenance data.
  - f. Requirements for delivery of material samples, attic stock, and spare parts.
  - g. Requirements for demonstration and training.
  - h. Preparation of Contractor's punch list.
  - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - j. Submittal procedures.
  - k. Coordination of separate contracts.
  - l. Owner's partial occupancy requirements.
  - m. Installation of Owner's furniture, fixtures, and equipment.
  - n. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
5. Coordinate dates of meetings with preparation of payment requests.
6. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
7. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be



expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site use.
- 8) Temporary facilities and controls.
- 9) Progress cleaning.
- 10) Quality and work standards.
- 11) Status of correction of deficient items.
- 12) Field observations.
- 13) Status of RFIs.
- 14) Status of Proposal Requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.

8. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at weekly or as specified intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site use.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Status of RFIs.
    - 14) Proposal Requests.
    - 15) Change Orders.
    - 16) Pending changes.
2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## **SECTION 013200**

### **CONSTRUCTION PROGRESS DOCUMENTATION**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Unusual event reports.
- B. Related Requirements:
  - 1. Section 014000 "Quality Requirements" for schedule of tests and inspections.
  - 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

##### **1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.

2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. Working electronic copy of schedule file.
  2. PDF file.
- B. Startup construction schedule.
1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Unusual Event Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

## 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction

schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, area separations, interim milestones and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

#### 1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  1. Use scheduling component of Project management software package specified in Section 013100 "Project Management and Coordination," for current Windows operating system.
- B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.

1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
    - a. Securing of approvals and permits required for performance of the Work.
    - b. Temporary facilities.
    - c. Construction of mock-ups, prototypes and samples.
    - d. Owner interfaces and furnishing of items.
    - e. Interfaces with Separate Contracts.
    - f. Regulatory agency approvals.
    - g. Punch list.
  3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule.
  4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  6. Commissioning Time: Include no fewer than 15 days for commissioning.
  7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
  8. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use-of-premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations, Holidays.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Building flush-out.
  - m. Startup and placement into final use and operation.
  - n. Commissioning.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within



a major area must be sequenced or integrated with other construction activities to provide for the following:

- a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- G. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and the Contract Time.
- I. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Final Completion percentage for each activity.
- J. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate

recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

- K. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.8 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 60 days after date established for the Notice of Award.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
  - a. Preparation and processing of submittals.
  - b. Mobilization and demobilization.
  - c. Purchase of materials.
  - d. Delivery.
  - e. Fabrication.
  - f. Utility interruptions.
  - g. Installation.
  - h. Work by Owner that may affect or be affected by Contractor's activities.
  - i. Testing and inspection.
  - j. Commissioning.
  - k. Punch list and Final Completion.
  - l. Activities occurring following Final Completion.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.

- b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
  - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
  - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

- b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the

differing conditions, together with recommendations for changing the Contract Documents.

- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
  - 1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

## **SECTION 013233**

### **PHOTOGRAPHIC DOCUMENTATION**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final Completion construction photographs.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 024116 "Structure Demolition" for photographic documentation before building demolition operations commence.
  - 3. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

##### **1.3 INFORMATIONAL SUBMITTALS**

- A. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on thumb-drive or by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in file metadata tag or in web-based Project management software site:
    - a. Name of Project.
    - b. Name and contact information for photographer.

- c. Name of Architect and Construction Manager.
- d. Name of Contractor.
- e. Date photograph was taken.
- f. Description of location, vantage point, and direction.
- g. Unique sequential identifier keyed to accompanying key plan.

#### 1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date, Project area and sequential numbering suffix.

#### 1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and Construction Manager.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Piping.
  - 2. Electrical conduit.
- E. Periodic Construction Photographs: Take 5 to 10 photographs per area of work coinciding with the cutoff date associated with each Application for Payment.



Select vantage points to show status of construction and progress since last photographs were taken.

- F. Final Completion Construction Photographs: Take 10 photographs per area of work after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

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## SECTION 013300

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:

- 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

- B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
  - 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
  - 5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
  - 6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
  - 7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 9. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

### 1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal Category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's and Construction Manager's final release or approval.
    - g. Scheduled dates for purchasing.

- h. Scheduled date of fabrication.
- i. Scheduled dates for installation.
- j. Activity or event number.

## 1.5 SUBMITTAL FORMATS

### A. Submittal Information: Include the following information in each submittal:

- 1. Project name.
- 2. Date.
- 3. Name of Architect.
- 4. Name of Construction Manager.
- 5. Name of Contractor.
- 6. Name of firm or entity that prepared submittal.
- 7. Names of subcontractor, manufacturer, and supplier.
- 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
- 9. Category and type of submittal.
- 10. Submittal purpose and description.
- 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 12. Drawing number and detail references, as appropriate.
- 13. Indication of full or partial submittal.
- 14. Location(s) where product is to be installed, as appropriate.
- 15. Other necessary identification.
- 16. Remarks.
- 17. Signature of transmitter.

### B. Options: Identify options requiring selection by Architect.

### C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

### D. Paper Submittals:

- 1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
- 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.

3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, through Construction Manager, will return two copies.
  4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect and Construction Manager will not return copies.
  5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 transmittal form.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Note: 1.5 – D.1 & D.2 Apply above.
- F. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

## 1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
  3. Paper: Prepare submittals in paper form and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

## 1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.



- c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches
- a. At least four opaque copies of each submittal. Architect and Construction Manager will retain three copies; remainder will be returned.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
- 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
  - 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  - 5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
  - 6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with

the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp, or indication in web-based Project management software if used. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

- 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.10 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return.

- 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
  - 2. Paper Submittals: Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
  - 3. Submittals by Web-Based Project Management Software: Architect and Construction Manager will indicate, on Project management software website, the appropriate action.

- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

- E. Architect and Construction Manager will discard submittals received from sources other than Contractor.

- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

**Geddis Architects**  
P.O. Box 1020, Southport, CT 06890  
71 Old Post Road, Suite 101, Southport, CT 06890

**SUBMITTAL IDENTIFICATION SHEET**

*To be completed by Contractor*

*To be completed by Reviewer*

<b>Project Name:</b>     <b>Owner</b>  <b>Architect:</b>  <b>Project Number</b>  <b>Submission Date</b> <b>Contractor Submittal No.</b>  <b>Original Submittal No.</b> <b>Specification Section</b>  <b>Drawing / Detail Ref</b>  <b>Manufacturer / Supplier</b>  <b>Item / Product ID</b>  <b>Remarks / Deviations</b>  <div style="text-align: center; border: 1px solid black; padding: 10px; margin-top: 10px;"> <b>Contractor Review / Approval Stamp</b>  <b>REQUIRED</b>  (submittals without stamp will be returned without review) </div>	<b>Submittal Number and Received Date</b>        <b>Requirements for Submission to</b> Shop Drawings: reproducible / print Product Data: Samples:  <input type="checkbox"/> <b>A. No Exceptions Taken</b> No further review of submittal is required.  <input type="checkbox"/> <b>B. Make Corrections Noted</b> Incorporate corrections in work; resubmission is not Required unless otherwise noted.  <input type="checkbox"/> <b>C. Revise and Resubmit</b> Revise as noted and resubmit for further review  <input type="checkbox"/> <b>D. Rejected</b> Submittal not in compliance with Contract Documents.  <input type="checkbox"/> <b>E. For Record Only</b> Received for record purposes only.  <p>Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: Confirming and correlating all quantities and dimension; selecting fabrication processes and techniques of construction; coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner.</p> <b>A/E Comments</b>           
<b>Submitted by</b>   <b>Date</b>	<b>Reviewed by</b>   <b>Date</b>

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**SECTION 014000**  
**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Section 012100 "Allowances" for testing and inspection allowances.

**1.3 DEFINITIONS**

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
  - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
  - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."

- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect or Construction Manager.

#### 1.4 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### 1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- 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 requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction

conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

- B. **Quality-Control Personnel Qualifications:** Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. **Submittal Procedure:** Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. **Testing and Inspection:** In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
  - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by Commissioning Authority.
- E. **Continuous Inspection of Workmanship:** Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. **Monitoring and Documentation:** Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. **Test and Inspection Reports:** Prepare and submit certified written reports specified in other Sections. Include the following:

*Rye City School District  
Osborn Elementary School,  
Midland Elementary School*

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. **Manufacturer's Technical Representative's Field Reports:** Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

## 1.9 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of New York where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  
- J. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
  - 1. Provide test specimens representative of proposed products and construction.
  - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - 3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - 4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
  - 5. When testing is complete, remove test specimens and test assemblies, do not reuse products on Project.
  - 6. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, through Construction Manager, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
  
- K. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups of size indicated.
  - 2. Build mockups in location indicated or, if not indicated, as directed by Architect or Construction Manager.
  - 3. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
  - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 6. Obtain Architect's and Construction Manager's approval of mockups before starting corresponding Work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.



7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

#### 1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
  - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency / special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

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 Architect, Commissioning Authority, Construction Manager, and Contractor 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 Architect and Commissioning Authority, through Construction Manager, 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 reinspecting corrected Work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, and Construction Manager's and authorities' having jurisdiction reference during normal working hours.
  1. Submit log at Project closeout as part of Project Record Documents.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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## SECTION 014200

### REFERENCES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.

- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
  1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  3. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).



4. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
5. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
6. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
7. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
8. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
9. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
10. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
11. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
12. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
13. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
14. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
15. API - American Petroleum Institute; [www.api.org](http://www.api.org).
16. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
17. ARI - American Refrigeration Institute; (See AHRI).
18. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
19. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
20. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
21. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
22. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
23. ASSP - American Society of Safety Professionals (The); [www.assp.org](http://www.assp.org).
24. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
25. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
26. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); [www.soundandcommunications.com](http://www.soundandcommunications.com).
27. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
28. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
29. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
30. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
31. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
32. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
33. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
34. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
35. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
36. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).

37. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
38. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
39. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
40. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
41. CSA - CSA Group; [www.csa-group.org](http://www.csa-group.org).
42. CSI - Construction Specifications Institute (The); [www.csiresources.org](http://www.csiresources.org).
43. CTA - Consumer Technology Association; [www.cta.tech](http://www.cta.tech).
44. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.coolingtechnology.org](http://www.coolingtechnology.org).
45. CWC - Composite Wood Council; (See CPA).
46. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
47. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); [www.decorativehardwoods.org](http://www.decorativehardwoods.org).
48. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
49. ECA - Electronic Components Association; (See ECIA).
50. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
51. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
52. EIA - Electronic Industries Alliance; (See TIA).
53. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
54. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
55. EOS/ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
56. ESTA - Entertainment Services and Technology Association; (See PLASA).
57. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
58. FCI - Fluid Controls Institute; [www.fluidcontrolsintitute.org](http://www.fluidcontrolsintitute.org).
59. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
60. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
61. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
62. GANA - Glass Association of North America; (See NGA).
63. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
64. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
65. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
66. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
67. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
68. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
69. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
70. ICBO - International Conference of Building Officials; (See ICC).
71. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
72. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).

73. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
74. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
75. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
76. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
77. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
78. IESNA - Illuminating Engineering Society of North America; (See IES).
79. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
80. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
81. II - Infocomm International; (See AVIXA).
82. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
83. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
84. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
85. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
86. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
87. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
88. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
89. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
90. LMA - Laminating Materials Association; (See CPA).
91. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
92. MIA - Marble Institute of America; (See NSI).
93. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
94. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
95. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
96. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
97. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
98. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
99. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
100. NALP - National Association of Landscape Professionals; [www.landscapeprofessionals.org](http://www.landscapeprofessionals.org).
101. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
102. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
103. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
104. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
105. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).

106. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
107. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
108. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
109. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
110. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
111. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
112. NFPA - NFPA International; (See NFPA).
113. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
114. NGA - National Glass Association (The); (Formerly: Glass Association of North America); [www.glass.org](http://www.glass.org).
115. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
116. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
117. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
118. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
119. NSI - National Stone Institute; (Formerly: Marble Institute of America); [www.naturalstoneinstitute.org](http://www.naturalstoneinstitute.org).
120. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
121. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
122. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
123. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
124. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
125. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
126. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
127. SAE - SAE International; [www.sae.org](http://www.sae.org).
128. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
129. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
130. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
131. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
132. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
133. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
134. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
135. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
136. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
137. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
138. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
139. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
140. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).

141. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
142. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
143. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
144. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
145. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
146. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
147. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
148. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
149. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
150. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
151. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
152. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
153. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
154. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
2. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
2. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
3. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
4. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
5. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
6. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract for Construction and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities for each of the projects; grouped facility or single facility.
- B. Related Sections include the following:
  - 1. Division 01 Section "Multiple Contract Summary" for division of responsibilities for temporary facilities and controls.
  - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

##### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

##### 1.4 USE CHARGES

- A. Use Owner's existing utilities at no additional or change in contract sum.
- B. Water Service: **Plumbing Contract** shall provide connection to Owner's existing water system as available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations using backflow preventer. Removal by same.
- C. Electric Power Service: **Electrical Contract** shall provide power from Owner's existing system as available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Removal by same.
- D. Each Contractor and their Subcontractors shall take measures to conserve water, electric consumption and use of utilities.

## 1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

## 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

# PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 8 feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails. Provide dust screen along all fencing.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gauge, galvanized steel, chain-link fabric fencing; minimum 8 feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized steel bases for supporting posts. Provide dust screen along all fencing.
- C. Lumber and Plywood: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
- D. Gypsum Board: Minimum 5/8 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; fire rated-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.



- F. Paint: Comply with requirements in Division 09 painting Sections.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices: **Osborn ES and Midland ES Contract GC:** General Construction shall assume the costs for maintaining the existing Owner/CM/Architect Field Office at the Osborn ES Commencing on September 1, 2022 thru and to August 2023.
- B. The **Electrical Contract at Osborn ES** shall maintain power to the Owner/CM/Architect Field Office at the Osborn Elementary School.  
This Contractor shall terminate power at the Owner/CM/Architect Field Office at the completion of the project so that other contractors can remove the Field Office of Site.
- C. The **GC-General Construction Contractor** is responsible for removing the Owner/CM/Architect Field office at the completion of the Project and restoring the staging area to a lawn area including repair to existing sidewalk and curb.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Each Contractor shall provide portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, **General Construction Contract** shall provide temporary heat as may be required. The **General Construction Contractor** shall submit to the owner the equipment to be used for approval prior to the commencement of work.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
  - B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3.2 TEMPORARY UTILITY INSTALLATION
- A. GENERAL: Install temporary service or connect to existing service.
    1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - B. SEWERS AND DRAINAGE: **General Construction Contractors** provides temporary utilities to remove effluent lawfully.
  - C. Water Service: **Plumbing Contract** shall use Owner's existing water service facilities, if facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
    1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  - D. SANITARY FACILITIES: **General Construction Contracts** shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. The location of the temporary toilets must be submitted to the owner for approval prior to the commencement of work.
  - E. HEATING: **General Construction Contracts** shall provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - F. VENTILATION AND HUMIDITY CONTROL: **Each Contractor** shall provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - G. ELECTRIC POWER SERVICE: **Electrical Contracts** shall use of Owner's existing electric power service, as long as equipment is maintained in a condition acceptable to Owner.

- H. **ELECTRIC POWER SERVICE:** **Electrical Contracts** shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Connect temporary service to Owner's existing power source, as directed by Owner.

- I. **LIGHTING:** **Electrical Contract** shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. **General:** Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. **Temporary Paved Areas:** **General Construction Contract** shall construct and maintain temporary paved areas adequate for construction operations. Locate temporary paved areas within construction limits indicated on Drawings.

**Temporary Unpaved Areas:** As shown on the CIP Drawings: Remove grass from areas.

- a. Provide filter fabric
- b. 6" of ¾" gravel - rolled
- c. 4" of Item-4 - rolled

1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

- C. **Traffic Controls:** Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

- D. **Parking:** Use designated areas of Owner's on-site parking for some construction personnel.

1. Owner will designate a minimum of 2 spaces and may designate more when facility is not being used.
2. On-street parking arrangements for other spaces are the responsibility of each Contract.

E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted. Installation and removal by Contractor at no additional cost to Owner.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible always.

F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

I. Existing Elevator Use: Use of Owner's existing elevators will not be permitted.

J. Existing Stair Usage: Use of at least one of Owner's existing stairs will be permitted if stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary of Work."

B. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering

site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner and Construction Manager each with one set of keys.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating is needed and permanent enclosure is not complete, insulate temporary enclosures.
- F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof and fire rated partitions with 5/8" type 'x' gypsum wallboard with joints taped on both sides. Paint occupied side of partition.
  2. Construct dustproof partitions with 1 layer of 4-mil (0.09-mm) polyethylene sheet on each side. Cover floor with 1 layer of 4-mil (0.09-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
  3. Sound Insulate partitions to provide noise protection to occupied areas.
  4. Seal joints and perimeter. Equip partitions with dustproof HM doors and frames with security locks.
  5. Protect air-handling equipment, heating equipment, casework and carpeting.
  6. Weather strip openings.
  7. Provide walk-off mats at each entrance through temporary partition.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post

warnings and information.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Replace damaged street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."
- D. Site Restoration: **General Construction Contracts** shall restore all areas disturbed on the site to original condition.
  - 1. Restore grass areas.
  - 2. Replace damaged asphalt paving and curbs.
  - 3. Replace damaged walkways and curbs.
  - 4. Replace landscaping that has been damaged.
  - 5. Replace damaged concrete curbing.

END OF SECTION

## SECTION 016000

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
  - 2. Section 012100 "Allowances" for products selected under an allowance.
  - 3. Section 012300 "Alternates" for products selected under an alternate.
  - 4. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 5. Section 014200 "References" for applicable industry standards for products specified.
  - 6. Section 01770 "Closeout Procedures" for submitting warranties.

##### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or

fabricated to include recycled content materials are considered new products, unless indicated otherwise.

3. **Comparable Product:** Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, 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.
- B. **Basis-of-Design Product Specification:** A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
1. **Evaluation of Comparable Products:** In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. **Subject to Compliance with Requirements:** Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. **Comparable Product Request Submittal:** An action submittal requesting consideration of a comparable product, including the following information:
1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. **Basis-of-Design Product Specification Submittal:** An action submittal complying with requirements in Section 013300 "Submittal Procedures."



- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

- 1. Resolution of Compatibility Disputes between Multiple Contractors:

- a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
    - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

- 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.
  - 3. See individual identification Sections, as appropriate in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

#### 1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
  - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
  - 2. Store products to allow for inspection and measurement of quantity or counting of units.
  - 3. Store materials in a manner that will not endanger Project structure.
  - 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
  - 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.
  - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

- a. Submit additional documentation required by Architect through Construction Manager in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated

requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

1. Select products for which sustainable design documentation submittals are available from manufacturer.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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## SUBSTITUTION REQUEST (After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_

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

Attachments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ \_\_\_\_\_

\_\_\_\_\_

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## SECTION 017300

### EXECUTION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Cutting and patching.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning..

##### 1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or

that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of utilities, mechanical and electrical systems, and other construction affecting the Work.
  1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
  - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
  - E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
  - F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
  - G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
  - H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
    2. Allow for building movement, including thermal expansion and contraction.
    3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
  - I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  - J. Remove and replace damaged, defective, or non-conforming Work.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of

pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
  - a. Use containers intended for holding waste materials of type to be stored.



4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements for General Commissioning.

- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

##### 1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice of Award.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons (tonnes).
  - 4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
  - 5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- F. Qualification Data: For refrigerant recovery technician.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- H. Refrigerant Recovery: Comply with requirements in Section 024119 "Selective Demolition"]for refrigerant recovery submittals.

#### 1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Universal certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

#### 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Use Form CWM-1 for construction

waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

## PART 2 - PRODUCTS, Not used

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- D. Waste Management in Historic Zones or Areas: Transportation equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches (300 mm) or more.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.

B. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

C. Salvaged Items for Sale and Donation: Not permitted on Project site.

D. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

E. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

F. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from the weather.
  5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.
- D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION 017419



**SECTION 017700**  
**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
  - 2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
  - 3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 5. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

**1.3 DEFINITIONS**

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Reports.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

#### 1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver

to location designated by Construction Manager. Label with manufacturer's name and model number.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
  5. Submit testing, adjusting, and balancing records.
  6. Submit sustainable design submittals not previously submitted.
  7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  6. Advise Owner of changeover in utility services.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements.
  10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.9 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor, listed by room or space number.
  2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:

- a. Project name.
  - b. Date.
  - c. Name of Architect and Construction Manager.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in the following format:
  - a. PDF Electronic File: Architect, through Construction Manager, will return annotated file.

#### 1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  1. Submit on digital media acceptable to Architect or by uploading to web-based project software site as applicable.
- E. Warranties in Paper Form:
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - c. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - d. Vacuum and mop concrete.
    - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - g. Remove labels that are not permanent.

- h. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- j. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- k. Clean ducts, blowers, and coils.

1) Clean HVAC system in compliance with Section 230130.52 "Existing HVAC Air-Distribution System Cleaning." Provide written report on completion of cleaning.

- l. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- m. Clean strainers.
- n. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

### 3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required, before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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## **SECTION 017823**

### **OPERATION AND MAINTENANCE DATA**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

##### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

##### **1.4 CLOSEOUT SUBMITTALS**

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect / Engineer and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect, or by uploading to web-based project software site. Enable reviewer comments on draft submittals.
2. Submit three paper copies. Architect, through Construction Manager, will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect / Engineer's and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect / Engineer's and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's / Engineer's and Commissioning Authority's comments and prior to commencing demonstration and training.

E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

## 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a

readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
  - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

## 1.8 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. Inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.

6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

#### 1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number

of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. **Manufacturers' Maintenance Documentation:** Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- E. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- F. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
- G. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance



documentation and local sources of maintenance materials and related services.

- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of maintenance manuals.

#### 1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

**SECTION 017839**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

**1.3 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:

- 1) Submit one paper-copy set(s) of marked-up record prints.
  - 2) Submit PDF electronic files of scanned Record Prints whether or not changes were made.
  - 3) Submit Record Digital Data Files of construction photo's, submittals, meeting minutes, daily reports.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

#### 1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Revisions to routing of piping and conduits.
    - d. Revisions to electrical circuitry.
    - e. Actual equipment locations.
    - f. Duct size and routing.
    - g. Locations of concealed internal utilities.
    - h. Changes made by Change Order or Construction Work Change Directive.
    - i. Changes made following Architect's written orders.
    - j. Details not on the original Contract Drawings.
    - k. Field records for variable and concealed conditions.
    - l. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
  2. Format: DWG Version 2013 Microsoft Windows operating system.
  3. Format: Annotated PDF electronic file with comment function enabled.
  4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect through Construction Manager for resolution.
  6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

- a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
  - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Construction Manager.
    - e. Name of Contractor.

## 1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

## 1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

## 1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839



## SECTION 017900

### DEMONSTRATION AND TRAINING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.
- B. Allowances: Furnish demonstration and training instruction time under the demonstration and training allowance as specified in Section 012100 "Allowances."
- C. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Section 012200 "Unit Prices."

##### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For Instructor

- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

## 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

## 1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect or Engineer will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900