

August 10, 2022

BID ADDENDUM 1

Project: Warwick Valley CSD
Sanfordville Elementary School
Roof Replacement SED#-44-21-01-06-0-019-015

Owner: Warwick Valley CSD
225 West Street Ext
Warwick, NY 10990

Engineer: Eisenbach & Ruhnke Engineering, P.C.
291 Genesee Street
Utica, NY 13501
E&R Project #: 05-20-06

THE FOLLOWING CHANGES, DELETIONS AND ADDITIONS TO THE SPECIFICATIONS AND DRAWINGS SHALL BECOME AND ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS DATED JULY 10, 2022. THEY CHANGE THE ORIGINAL DOCUMENTS ONLY IN THE MANNER AND TO THE EXTENT STATED.

THE FOLLOWING ARE MODIFICATIONS, CLARIFICATIONS, DELETIONS OR ADDITIONS TO THE SPECIFICATIONS:

ITEM 1 – Section 00 7300A – Supplementary Conditions

- Delete Section 00 7300A in its entirety and replace with the attached Section 00 7300A

ITEM 2 – AIA Document A101-2017 Exhibit A

- Add the attached AIA Document A101-2017 Exhibit A to the contract documents.

ITEM 3 – Section 00 4100 – Bid Form

- Delete Section 00 4100 in its entirety and replace with the attached Section 00 4100.

ITEM 4 – Section 01 1000 – Summary of Contract(s)

- Delete Section 01 1000 in its entirety and replace with the attached Section 01 1000.

ITEM 5 – Section 01 2200 – Unit Prices

- Add the attached Section 01 2200, Unit Prices to the contract documents.

THE FOLLOWING ARE MODIFICATIONS, CLARIFICATIONS, DELETIONS OR ADDITIONS TO THE DRAWINGS:

NONE

GENERAL

ITEM 1 - Pre-Bid Meeting Minutes and Sign in Sheet are Attached

CONTRACTOR QUESTIONS/RFI'S

RFI 1 – Greenwood Industries – Dated 8/3/2022

RFI 1 - Atlantic Specialty Inc. – Dated 8/8/2022

RFI 1 through RFI 10 – Barrett, Inc. – Dated 8/9/2022

END OF ADDENDUM

**SUPPLEMENTARY GENERAL CONDITIONS TO AIA DOCUMENT A201-2017
GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION,
DATED XXXXXX, 2022 BY AND BETWEEN
("OWNER")
AND
("CONTRACTOR")**

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201-2017, Articles 1 through 15 inclusive, 23 pages, is hereby designated as one of the Contract Documents, and shall govern the Work under this Contract.

SUPPLEMENTARY GENERAL CONDITIONS

The Supplementary General Conditions set forth herein are likewise designated one of the Contract Documents, and amend and supplement, and in some cases, void portions of the General Conditions (AIA A201-2017) as set forth below and except as hereby amended and supplemented (or voided) the AIA General Conditions shall remain in full force and effect. The article numbers set forth in the Supplementary General Conditions correspond to (or are in addition to) the article numbers set forth in the AIA General Conditions (AIA Document A201-2017).

ARTICLE 1 - GENERAL PROVISIONS

1. Article 1, Subparagraph 1.1.2: In paragraph 1.1.2 in the first line, before the word "represents" add the following: "(or the "Agreement")"; and in the seventh line, after the word "Architect", add "as a representative of the Owner,".
2. Article 1, Subparagraph 1.2.1: Delete the second sentence of subparagraph 1.2.1 beginning "The Contract Documents are complementary..." in its entirety from this Agreement. Add the following new subparagraph 1.2.1.2 at the end of subparagraph 1.2.1.1:

1.2.1.2 In the event of conflicts or discrepancies amongst the Contract Documents, interpretations will be based on the following priorities:

- .1 the Agreement.
- .2 Addenda, with those of later date having precedence over those of an earlier date.
- .3 the Supplementary Conditions.
- .4 the General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

In the case of an inconsistency between or among the Contract Documents, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive, in accordance with the Architect's interpretation. Scaling Drawings for dimensions, if done, is done at the Contractor's own risk.

3. Article 1, add subparagraph 1.6.3:

1.6.3 "ALL NOTICE REQUIREMENTS WILL BE STRICTLY CONSTRUED."

ARTICLE 2 - OWNER

4. Article 2, Subparagraph 2.1.1.1: Add the following new subparagraph 2.1.1.1 immediately after subparagraph 2.1.1 of this Agreement:

2.1.1.1 Wherever the word "Owner" or a pronoun in place of it occurs in the Contract Documents it refers to the:

Board of Education
Warwick Valley Central School District
225 West Street Ext
Warwick, New York 10990

5. Article 2, Subparagraph 2.2.1: Delete this Subparagraph 2.2.1 in its entirety from this Agreement.
6. Article 2, Subparagraph 2.2.4: In the third line of this Subparagraph 2.2.4, add the word "reasonable", before the word "accuracy."
7. Article 2, Subparagraph 2.2.4: In line two of this Subparagraph 2.2.4, delete the word "shall" and replace it with the word "may."
8. Article 2, Subparagraph 2.3.65: Delete subparagraph 2.3.6 in its entirety from this Agreement and use the following new subparagraph 2.3.6 in lieu thereof:

2.3.6 The Contractor will be furnished, free of charge, 10 copies of Drawings and Project Manuals. Owner shall furnish additional sets upon Contractor's written request at the cost of reproduction, postage and handling. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them from the Contractor.

9. Article 2, Subparagraphs 2.3.2.1 and 2.3.2.2: Add the following new subparagraphs 2.3.2.1 and 2.3.2.2 immediately after subparagraph 4.1.1 of this Agreement:

2.3.2.1 Wherever the word Architect or Architects or a pronoun in place of either occurs in the Contract Documents it refers to:

Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, NY 13501

2.3.2.2 The firms listed on the title sheet of the Project Manual are Consultants employed by the Architect, and are agents of the Architect and will make observation of their respective branches of the Project. All changes in the Work must be processed through the Architect.

ARTICLE 3 - CONTRACTOR

10. Article 1, Subparagraph 3.2.1: Delete subparagraph 3.2.1 in its entirety from this Agreement and use the following new subparagraph in lieu thereof:

3.2.1 By executing the Contract, Contractor represents and warrants to the Owner that:

.1 Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved;

- .2 Contractor has carefully examined the Contract Documents and has visited and examined the site;
- .3 from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed Work, general and local conditions, and all matters which may in any way affect the Work or its performance; and
- .4 Contractor fully understands the intent and purpose of the Contract Documents.
- .5 The Contractor acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Contractor will, in each phase of the Contract, in accordance with applicable standards, comply with applicable laws and regulations as they pertain to the bidding and construction of the Project, including, without limitation, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York.

Claims for additional compensation and/or extension of time relating to Contractor's non-compliance with its representations and warranties in the preceding sentence will not be allowed.

- 11. Article 3, Subparagraph 3.2.3: Add the following sentence at the end of this Subparagraph 3.2.3:

The Contractor shall be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents not reported to the Architect.
- 12. Article 3, Subparagraph 3.4.2: Add the following language at the end of this Subparagraph 3.4.2:

", assessing the Architect's charges for evaluation against the Contractor."
- 13. Article 3, Subparagraphs 3.4.4 and 3.4.5: Add the following new subparagraphs 3.4.4 and 3.4.5 immediately after subparagraph 3.4.3 of this Agreement:
 - 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications) and as set forth below.
 - 3.4.4.1 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's prior written acceptance. Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution. The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse Owner for the charges of the Architect and the Architect's Consultants for evaluating each proposed substitution.
 - 3.4.5 By making requests for substitutions based on subparagraph 3.4.4 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitution making such changes as may be required for the Work to be complete in all respects.

14. Article 3, Subparagraph 3.5: Add the following language at the end of paragraph 3.5 of this Agreement:

Neither final payment, nor provision in Contract Documents, nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

15. Article 3.6 Taxes : Substitute the following provisions in lieu of Article 3.6:

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

3.6.2 The Owner represents that it is an organization operated for purposes which makes it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a)(15) of the Tax Law, as amended by laws of New York 1974, Ch. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract Sum, Bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and its Subcontractors shall be responsible for and pay all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and material suppliers shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the work covered by this Contract.

3.6.3 Except as otherwise specified, all Federal, State and Local taxes are included in the Contract Sum.

3.6.4 Contractor shall pay all costs and liabilities for the amounts assessed, or which may be assessed by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and its Subcontractors under this Contract.

16. Article 3, Subparagraph 3.7.1: Delete subparagraph 3.7.1 in its entirety from this Agreement and use the following new subparagraph 3.7.1 in lieu thereof:
- 3.7.1 The Owner shall provide the building permit. The Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and all other required certificates for the Work, necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received. The Contractor shall promptly deliver copies of such documents to the Owner.
17. Article 3, Subparagraph 3.7.3: In the first line of subparagraph 3.7.3, replace the word "knowing" with the following language: "and knows or should know...". In the last line after the word "correction", add the following language: ", including applicable fines, or penalties".
18. Article 3, Subparagraph 3.7.6: Add the following new subparagraph 3.7.6 immediately after subparagraph 3.7.5 of this Agreement:
- 3.7.6 The Contractor shall be responsible for securing and paying for permits for itself and its employees, as required by applicable law. Contractor represents that all such required licenses, fees or permits are or will be secured by the date of execution of the Contract, where possible, and in no case later than commencement of the Work. Failure to possess any such license constitutes a material breach of this Contract.
19. Article 3, Subparagraph 3.8.2.2: Add the following language at the end of subparagraph 3.8.2.2 of this Agreement: "except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications)".
20. Article 3, Subparagraph 3.10.3: In the second line after the word "Architect", insert the following language: "and approved by the Owner".
21. Article 3, Subparagraph 3.10.4 and 3.10.5: Add the following new subparagraphs 3.10.4 and 3.10.5 immediately after subparagraph 3.10.3 of this Agreement:

3.10.4 PROJECT SCHEDULING

- .1 After the Contractor has received from the Owner a notice to proceed or a letter of intent, a preconstruction conference will be held. The procedures and scheduling of the Work will be discussed.
- .2 At the preconstruction conference, the General Contractor shall submit an estimated preliminary (bar chart or critical path method) progress schedule of its own Work indicating starting dates and estimated completion dates of each of the items of Work or material to be installed, and completion date(s) of its Work, using the time of completion set forth in the Contract Documents. Fifteen copies of this preliminary schedule shall be submitted.
- .3 Within 14 days of receipt of this preliminary schedule and using this preliminary schedule prepared by the General Contractor as a guide, each other Prime Contractor shall prepare a preliminary progress schedule of its own Work indicating the starting dates and time of completion of each of the items of Work or material to be installed, and completion date(s) of its Work, dovetailing such dates with the indicated dates in the General Contractor's preliminary schedule and send 15 copies to the Architect.
- .4 When the schedules from each Contractor have been received by the Architect, the Architect will call a meeting of all Contractors. The schedule

shall be discussed by all Contractors and adjusted by them as may be deemed necessary to perform the Work of the Project. Based on these discussions, each Contractor shall submit 5 copies of its revised progress schedule to the Architect. After review and acceptance of the progress schedules by the Architect and Owner, the General Contractor shall perform the ministerial task of preparing a composite progress schedule. Fifteen copies of the composite progress schedule shall be provided to the Architect for distribution.

- .5 Once the composite progress schedule has been agreed upon by all of the Contractors, the Architect and the Owner, it shall be signed by all Contractors and shall be strictly enforced until the Project is completed, unless it becomes necessary to revise it by an appropriate modification.
- .6 No payments will be made on any of the Contracts until the scheduling procedures in this subparagraph 3.10.4 have been completed.

3.10.5 PROCEDURES AND SCHEDULE OF WORK

- .1 Unless otherwise stated, the Work shall be progressed continuously, without interruption, so that all Work can be completed in the time set forth in the Contract Documents.
- .2 The Contractor shall cooperate with the Owner so as to interfere as little as possible with the operations of the Owner. The Owner's approval shall be obtained prior to the starting of operations which may interfere with the operations of the Owner.

22. Article 3, Subparagraph 3.12.10: Delete this Subparagraph 3.12.10 in its entirety.

23. Article 3, Subparagraph 3.15.1: In the first line after the word "Contractor", insert the following language: ", at all times,"; and in the second line after the word "remove", insert the word "all".

24. Article 3, Subparagraph 3.18.1: Delete subparagraph 3.18.1 in its entirety from this Agreement and use the following new subparagraphs 3.18.1.1 and 3.18.1.2 in lieu thereof:

3.18.1.1 To the maximum extent permitted by law, the Contractor hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, to all persons, whether or not employees of the Contractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with:

- .1 the Work;
- .2 the performance or intended performance of the Work;
- .3 the performance or failure to perform the Contract; or
- .4 any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area.

3.18.1.2 Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in subparagraph 3.18.1.1 be sustained, suffered, or incurred by Owner or Architect, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon Owner's or Architect's

alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner or Architect, Contractor shall indemnify and hold harmless Owner and Architect, their Board of Education, Administration officers, agents, partners, and employees (hereinafter collectively referred to as "Indemnitees"), of, from and against any and all other loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and Contractor agrees to assume, on behalf of any and all Indemnitees the defense (with counsel satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree, award, or order that may be entered against each said Indemnitee in any such action or proceeding. In the event that any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered, or incurred by, or is made, asserted or threatened against any Indemnitee, Owner shall, in addition to all other rights and remedies, have the right to withhold from any payments due and to become due to Contractor an amount sufficient in Owner's judgment to protect and indemnify the Indemnitee(s) from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or Owner, in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection which bond shall be furnished by Contractor within 5 days after written demand has been made therefore. In the event more than one Contractor is connected with an event or occurrence (or series of events or occurrences) covered by this indemnification, then all such Contractors shall be jointly and severally responsible to the Indemnitee, and the ultimate responsibility among such indemnifying Contractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

25. Article 3, Subparagraphs 3.18.3, 3.18.4, 3.18.5 and 3.18.6: Add the following new subparagraphs 3.18.3, 3.18.4, 3.18.5 and 3.18.6 immediately after subparagraph 3.18.2 of this Agreement:

3.18.3 In any and all claims against the Owner or the Architect or their agents or employees by third parties, the indemnification obligation under this paragraph 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractors.

3.18.4 Contractor shall comply with, and cooperate with, Architect and Owner in complying with legal requirements. Among other things, Contractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Architect or Owner to fully protect the rights and interests of Owner and Architect with respect to possible, threatened or pending proceedings or orders.

3.18.5 Without limitation, Contractor shall indemnify Owner and/or Architect pursuant to paragraph 3.18 hereof in respect of subparagraph 3.18.4 and the responsibilities of Contractor specified in Article 13 and subparagraphs 3.6.2, 3.19.3, 3.19.5 and 3.19.10 and elsewhere in the Contract Documents pertaining to legal requirements.

3.18.6 **Natale Patent Rights.** For any Contractor performing asbestos abatement as part of its Scope of Work:

- .1 Contractor shall hold a valid current license to perform work using the negative pressure system covered by the Natale Patent or provide an Indemnity Agreement as follows:
- .2 Indemnity Agreement: Contractor and Contractor's surety agree to protect, indemnify and hold harmless the Owner and the Architect, and the Board

of Education, Administration directors, officers, agents, employees, and assigns of the Architect from any and all claims, judgments, liabilities, expenses, attorney fees, court costs, or losses of any nature, resulting from claims of patent right infringement including but not limited to U.S. Patent Number 4,604,111, commonly known as the Natale Patent, arising out of the performance of Work on the Project.

- (a) The provisions of this Indemnity Agreement shall protect the Indemnitees against all claims arising out of the subject matter or performance of this Contract and Contract Documents, including, without limitation, allegations or findings that the Indemnities, or any of them, were guilty of negligence in the issuance of such Contract.
- (b) The provisions of this Indemnity Agreement shall be in addition to and shall in no way delete any provisions, including warranty and indemnity provisions of the Agreement.

26. Article 3, Paragraph 3.19: Add the following new paragraph 3.19 immediately after paragraph 3.18 of this Agreement:

3.19 CONTRACTOR'S RESPONSIBILITIES

Contractor agrees, in addition to all other responsibilities and duties under the Contract:

3.19.1 To use all necessary means to discover and to notify Architect in writing of any defect in other Work upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Contractor should proceed with the Work, Contractor shall be considered to have accepted and be responsible for such other Work unless over Contractor's written objection, Contractor shall have proceeded pursuant to written instructions from Architect.

3.19.2 To submit to Owner and Architect promptly upon request, information with respect to the names, responsibilities and titles of the principal members of Contractor's staff.

3.19.3 To take all steps necessary to avoid labor disputes; and to be responsible for any delays and damages to Owner caused by such disputes.

3.19.4 To pay for costs of repair to other Work attributable, in whole or in part, to the fault or negligence of Contractor and Owner's charges for removal of rubbish attributed by Owner or Architect to Contractor, and any cleanup related to Contractor or the Work.

3.19.5 To comply with all legal requirements; to appear at hearings, proceedings or in court in respect of such compliance or in respect of violations or claimed violations of legal requirements; to pay any fines or penalties imposed for said violations; and to pay all legal fees, fines and penalties incurred by or imposed upon Owner relating to Contractor's compliance, violations or claimed violations. Without limiting the foregoing, Contractor shall appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

3.19.6 Not to display on or about the Project site any sign, trademark or other advertisement, without written consent of the Owner.

3.19.7 That before any subcontractor or supplier is employed by Contractor, the name of such Subcontractor or supplier shall be submitted in writing to the Owner through the Architect, and no Subcontractor or supplier shall be employed unless acceptable to the

Owner. Each Subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the Subcontractor or supplier were the Contractor. Contractor shall cause Subcontractors and suppliers to comply with all the Contract Documents. Contractor shall be responsible for all the acts, work, material and equipment of its Subcontractors and supplier and all persons either directly or indirectly employed by any of them.

3.19.8 That in the event of any dispute as to whether any item or portion of the Project is within the scope of the Work to be performed by Contractor or any dispute as to whether Contractor is entitled to an extra payment, Contractor shall continue to proceed diligently with the performance of the Work, the Contract, and the disputed Work. The resolution, by agreement or otherwise, of the disputed Work, shall be made between Contractor and Owner with reasonable promptness. In no event shall delay in such resolution excuse prompt performance by Contractor of the Work, the Contract and the disputed Work.

3.19.9 To:

- .1 furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work;
- .2 organize the procurement of all materials and equipment so that they will be available at the time needed for the Work;
- .3 keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- .4 maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of the Owner;
- .5 enforce discipline and order among Contractor's employees and not to employ at the Project any unfit person or anyone not skilled in the task assigned; and
- .6 provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

3.19.10 That if any Work is performed which is contrary to legal requirements, to promptly make all changes as required and take all other corrective action to comply therewith and pay all costs arising therefrom.

3.19.11 That any review or consideration by Owner or Architect of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its general adequacy for the Work and shall not be an approval for the use thereof by Contractor in violation of any patent or other rights of any third person. Owner and Architect shall in no event be deemed to have reviewed or to have been required to review or consider the means and methods of construction, all of which are chosen exclusively by the Contractor.

3.19.12 That if any provision of the Contract Documents conflicts with any agreement among members of trade associations, or with a union or labor council which regulates the work to be performed by a particular trade, to reconcile such conflict without delay or damage to Owner. In the event the progress of the Work is delayed by such conflict, Architect may require that other material or equipment of equal or better kind and quality be provided at no additional cost to Owner. This right of substitution shall not limit other rights which Owner may have concerning such delay.

3.19.13 In accordance with the Health Law and the Education Law, the Contractor, including any of its employees, subcontractors, suppliers or materialmen or other representatives, shall not use tobacco in any form on school property during the course of the Work. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

3.19.14 The Contractor shall provide reasonable and visible identification for each employee, subcontractor, or other person at the Project site, and shall, upon request of the Owner, make available a list of names of those employees, subcontractors or others working under the direction of the Contractor at the Project site. Any such identification shall be reasonably visible to the Architect and to school personnel at all times to allow the Owner to maintain the safety and security of school buildings, school property and persons at the Project site. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

27. Article 3, Subparagraph 3.19.15: Add the following new subparagraph 3.19.15 immediately after subparagraph 3.19.14 of this Agreement:

3.19.15.1 Initial Dispute Resolution. If a dispute arises out of or related to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association or other dispute resolution service acceptable to the parties. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association or other service, the parties agree to conclude such mediation within thirty (30) days of filing of the request. Costs shall be borne equally by the parties. Agreements between Owner and Contractor and Owner shall include this dispute resolution clause and each party to such agreement shall have the same duties under those separate agreements which the Owner and Architect have under this Agreement and shall be available for multiparty mediation pursuant to this paragraph.

3.19.15.2 Work Continuance and Payment. Unless otherwise agreed in writing, the Owner and Contractor shall continue to perform under this Agreement during any non-judicial dispute resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

28. Article 4, Subparagraph 4.1.2: In the second line, following Owner, delete the word ", Contractor"

Article 4, Subparagraph 4.1.2: In the first line, after the word "Architect" delete "as set forth in the Contract Documents"

29. Article 4, Subparagraph 4.2.2: Add the following language at the end of this Subparagraph 4.2.2:

On the basis of onsite observations and otherwise, the Architect shall keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

30. Article 4, Subparagraph 4.2.2.1: Add the following new subparagraph 4.2.2.1 immediately after subparagraph 4.2.2 of this Agreement:

4.2.2.1 The Architect will promptly report to the Owner any defects or deficiencies of the Work of the Contract which he may observe.

31. Article 4, Subparagraph 4.2.5: After the word "Architect's" in the first line, add the words "observations and".
32. Article 4, Subparagraph 4.2.6: In line one, following the word "authority", add the words "and responsibility".
33. Article 4, Subparagraph 4.2.7: In the third line of subparagraph 4.2.7, delete the phrase "information given and" in its entirety from this Agreement.
34. Article 4, Subparagraph 4.2.11: In the first line of subparagraph 4.2.11, delete the words "interpret and decide matters" and replace them with the words "provide recommendations".
35. Article 4, Subparagraph 4.2.12: In the third line of this subparagraph 4.2.12, delete the word " decisions"
36. Article 4, Subparagraph 4.2.12.1: Add the following new subparagraph 4.2.12.1 immediately after subparagraph 4.2.12 of this Agreement:

4.1.12.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have estimated on the more expensive way of doing the Work.

37. Article 4, Paragraph 4.3: Add the following new paragraph 4.3 to Article 4 of this Agreement:

4.3 OWNER'S SITE REPRESENTATIVE

4.3.1 The Owner may engage an Owner's Site Representative. The duties, responsibilities and limitations of the Owner's Site Representative shall be as follows:

4.3.2 Unless otherwise provided, the Owner's Site Representative shall:

- .1 Observe the progress and quality of the Work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents and notify the Architect immediately if, in the Owner's Site Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.
- .2 Monitor the construction schedule and report to the Owner and Architect conditions which may cause delay in completion.
- .3 Review Contract Documents with the Contractor's superintendent and obtain necessary interpretations from the Architect.
- .4 Consider the Contractor's suggestions and recommendations, evaluate them and submit recommendations to the Architect for decision.
- .5 Attend preconstruction and progress meetings.
- .6 Observe tests required by the Contract Documents and report to Architect. Verify testing invoices to be paid by the Owner, if any.

- .7 Maintain records at the site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Directives, Architect's Supplemental Instructions, meeting and field reports, Shop Drawings, Product Data, Samples, detail drawings, color schedules, Applications for Payment, and names, addresses and telephone numbers of Contractors, Subcontractors and principal material suppliers.
- .8 Keep a log recording the Owner's Site Representative's time and activities relating to the Project, weather conditions, nature and location of the Work being performed, verbal instructions and interpretations given to the Contractor, substantial deliveries of materials, number of workers on site by Contract and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and the time and purpose of their visit.
- .9 Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been processed by the Architect. Maintain custody of Samples.
- .10 Observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure of the Contractor to maintain current records.
- .11 Review Applications for Payment submitted by the Contractor, initial and return them to the Contractor with findings for disposition. In any instance when a recommendation for substantially less than full payment requested is made, also notify the Owner of such recommendation.
- .12 Review, and if acceptable, sign Contractor's daily records of time spent and materials utilized associated with "time and materials" Change Orders and Construction Change Directives.
- .13 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the Architect for disposition; if not, so advise the Architect and return the list to the Contractor for correction.
- .14 Order the Contractor to stop the Work or any portion thereof under the conditions of paragraph 2.3.

4.3.3 Unless otherwise provided, the Owner's Site Representative shall not:

- .1 Authorize deviations from the Contract Documents.
- .2 Accept substitute materials or equipment.
- .3 Assume any of the responsibilities of the Contractor's Superintendent or of Subcontractors.
- .4 Communicate with Subcontractors.
- .5 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

ARTICLE 5 - SUBCONTRACTORS

38. Article 5, Subparagraph 5.1.1: In the second line, delete the phrase "at the site" in its entirety from this Agreement.
39. Article 5, Subparagraph 5.1.2: In the second line, delete the phrase "at the site" in its entirety from this Agreement.

40. Article 5, Subparagraph 5.2.1.1: Add the following new subparagraph 5.2.1.1 immediately after subparagraph 5.2.1 of this Agreement:

5.2.1.1 Not later than 72 hours after the Contractor's receipt of Contract award notification, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers and proprietary product names.

41. Article 5, Subparagraph 5.2.3: Commencing in the third line, delete the second and third sentences of subparagraph 5.2.3 in their entirety from this Agreement.

42. Article 5, Subparagraph 5.2.5: Add the following new subparagraph 5.2.5 immediately after subparagraph 5.2.4 of this Agreement:

5.2.5 The Contractor shall not award work to any one Subcontractor in excess of fifty percent (50%) of the Contract Sum, without prior written approval of the Owner.

ARTICLE 7 - CHANGES IN THE WORK

43. Article 7, Subparagraph 7.1.2: Add the following new subparagraph 7.2.2 immediately after subparagraph 7.2.1 of this Agreement:

7.2.2 All Change Orders must have the approval of the Owner in writing.

44. Article 7, Article 7.3.4: Commencing in the fourth line, replace the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement a reasonable amount" with the following "an allowance for overhead and profit in accordance with subparagraph 7.3.11".

45. Article 7, Article 7.3.11: Add the following new subparagraph 7.3.11 immediately after subparagraph 7.3.10 of this Agreement:

7.3.10 In subparagraph 7.3.4, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

Change Order Cost (not including overhead and profit)_____	Profit and Overhead on Contractor's Own Work__	Profit and Overhead on Subcontractor's Work for this Contractor__	Profit and Overhead on Subcontractor's Own Work__
0- 5,000	18%	9%	13%
5,001- 10,000	17%	9%	12%
10,001- 30,000	16%	8%	12%
30,001- 50,000	15%	8%	11%
50,001- 100,000	14%	8%	11%
Over 100,001	13%	8%	10%

7.3.11.1 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

7.3.11.2 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, Subcontracts, overhead and profit. Subcontracts shall also be so itemized.

ARTICLE 8 - TIME

46. Article 8, Paragraph 8.2: Delete paragraph 8.2 in its entirety from this Agreement and use the following new subparagraph 8.2 in lieu thereof:

8.2 PROGRESS AND COMPLETION.

8.2.1 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner and Architect arising from any delay of Contractor, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements of paragraph 8.2. The indemnity provisions of Articles 3 and 11 are applicable to such damages and to claims arising in respect thereto.

8.2.2 Contractor shall do all things necessary to ensure the prosecution of the Work in accordance with any one or more of the following as determined by Architect, as a representative of the Owner, in its discretion:

- .1 Project schedules and revisions thereof, given from time to time by Contractor;
- .2 the time requirements for various portions of Work;
- .3 the requirements of the Project including, but not limited to, coordination requirements as may from time to time be known to Contractor;
- .4 schedules of the Work provided by Contractor to Architect upon Architect's request.

8.2.3 Should the progress of the Work and/or other Work be delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Owner or Architect or for which Owner or Architect may become liable, Contractor shall hold Owner and Architect harmless from and indemnify Owner and Architect against all such additional cost, expense liability or damage in accordance with the provisions of Article 11.

8.2.4 The Work shall be performed during designated working hours, except that in the event of emergency or when necessary to perform the Work in accordance with the requirements of paragraph 8.2, Work shall be performed at Contractor's cost and expense on other shifts, overtime, Saturdays, Sundays, Holidays and at other times, if permission to do so has been obtained in writing from Owner. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers, Contractor shall work such overtime, at Contractor's cost and expense as aforesaid, as Architect shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work and of the Project. The failure by Architect to direct Contractor to engage in such overtime shall not relieve Contractor of the consequences of its delay.

8.2.5 Unless otherwise noted, the date of commencement of the Work is the date established in a notice to proceed. The notice to proceed will be issued immediately upon return of signed documents by the Contractor and the presentation of acceptable insurance certificates. Contractor shall organize construction schedules as specified in paragraph

3.10, Contractor's Construction Schedules. The commencement date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.2.6 Architect may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements described in paragraph 8.2. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of designated working hours, except as approved by Owner and authorized in writing by Architect. Provided that Contractor is not in default under the Contract, and Architect has issued the aforesaid authorization, there shall be added to the Contract Sum as actual out-of-pocket amount equal to:

- .1 additional wages actually paid, at rates which have been accepted by Architect;
- .2 taxes imposed by law on such additional wages;
- .3 premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

Written authorization for overtime which exceeds \$500.00 for which Contractor intends to charge Owner in any one week shall be invalid unless confirmed in writing by the Owner, it being understood that Owner's Site Representative shall not have authority to authorize such overtime which exceeds \$500.00 in any one week.

8.2.7 Contractor and Contractor's surety shall be strictly accountable for completion as a condition to satisfactory contractual performance.

47. Article 8, Paragraph 8.3: Delete paragraph 8.3 in its entirety from this Agreement and use the following new paragraph 8.3 in lieu thereof:

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If Contractor claims an increase in the Contract Sum or an extension in the completion time required by reason of a change in the Work, Contractor shall give Architect written notice within fourteen (14) days after Contractor's knowledge of the occurrence of the matter giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with paragraph 10.3. No such claim will be valid unless notice is given as required in this paragraph. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

8.3.2 Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor, or by an industry-wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefore is presented to Architect with reasonable diligence but in any event not later than fourteen (14) days after the commencement of such claimed delay. Except for the causes specifically listed above in this subparagraph, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any,

expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the aforescribed causes, and agrees that the sole right and remedy therefore shall be extension of time, provided the requisite condition as to written claim has been met.

8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner and Architect that the delay claimed by Contractor is to a portion of the Work on the critical path of the work schedule.

8.3.4 No monetary recovery may be obtained by Contractor for delay. Time extensions for delay are limited to the specific causes set forth in subparagraph 8.3.2 and, then, only upon compliance with the notice and proof requirements of subparagraph 8.3.1 and 8.3.2.

8.3.5 Under no circumstances will Contractor look to or make a claim against Owner or Architect for the consequences of any delay resulting from directions given or not given by Architect including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

ARTICLE 9 - PAYMENTS AND COMPLETION

48. Article 9, Subparagraph 9.3.1.3: Add the following new subparagraph 9.3.1.3 immediately after subparagraph 9.3.1.2 of this Agreement:

9.3.1.3 Until the Contract-scheduled date of Substantial Completion (including authorized adjustment), the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments, less an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.

49. Article 9, Subparagraph 9.3.3: Delete the first sentence of subparagraph 9.3.3 in its entirety from this Agreement and use the following sentence in lieu thereof:

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in construction or no later than time of payment.

50. Article 9, Subparagraph 9.5.1: In the sixth line of subparagraph 9.5.1, after the words "Architect may", delete the word "also".

51. Article 9, Subparagraph 9.5.1.8: Add the following new clause .8 immediately after subparagraph clause .7 of subparagraph 9.5.1 of this Agreement:

.8 any other breach of this Agreement.

52. Article 9, Subparagraph 9.6.8: Add the following new subparagraph 9.6.8 immediately after subparagraph 9.6.7 of this Agreement:

9.6.8 The Owner shall make no payment to the Contractor after the Contract-scheduled date of Substantial Completion (including authorized adjustments) until the actual date of Substantial Completion.

53. Article 9, Subparagraph 9.7: In the second line of subparagraph 9.7, replace the words "does not" with the words "fails persistently to"; in the fourth line, replace the number "seven" with the number "twenty-one".

54. Article 9, Subparagraph 9.8.5: At the end of subparagraph 9.8.5, add the following language:

The payment shall be sufficient to increase the total payments to 100 percent (100%) of the Contract Sum, less twice the value for incomplete Work and unsettled claims as the Architect shall determine.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

55. Article 10, Subparagraphs 10.1.2, 10.1.3, 10.1.4 and 10.1.5: Redesignate paragraph 10.1 as 10.1.1 and add the following new subparagraphs 10.1.2, 10.1.3, 10.1.4 and 10.1.5 immediately after subparagraph 10.1.1 of this Agreement:

10.1.2 For Asbestos Abatement Contract Work; Environmental Control Contract Work; and Roofing Contract Work, only: Delete references to asbestos in subparagraph 10.3.1.

10.1.3 For, Electrical Contract Work, only: Delete references to polychlorinated biphenyl (PCB) in subparagraph 10.3.1.

10.1.4 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in subparagraphs 10.3.1 and 10.3.2.

10.1.5 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

56. Article 10, Subparagraphs 10.2.9 and 10.2.10: Add the following new subparagraphs 10.2.9 and 10.2.10 immediately after subparagraph 10.2.8 of this Agreement:

10.2.9 OSHA. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

10.2.10 Code Rule 56. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any Work under this Contract shall fully comply with the provisions of 12 NYCRR Part 56.

57. Article 10, Subparagraph 10.4: Delete subparagraph 10.4 in its entirety from this Agreement and use the following new subparagraph 10.4 in lieu thereof:

10.4 In an emergency affecting life, the Work, or the Owner, or Owner's property, Contractor, without special instructions or authorization from Architect, shall take the

action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Architect and Owner as soon as is practicable.

ARTICLE 11 - INSURANCE AND BONDS

58. Article 11, Subparagraph 11.1.1: In line 3, after Contract Documents, add: "as provided for by AIA Document A101-2017 Exhibit A which is annexed hereto and made a part hereof."
59. Article 11, Subparagraph 11.1.1: Beginning in the fourth line, replace the phrase "lawfully authorized to do business in the jurisdiction in which the Project is located such" with the following language: "rated A or better by the A.M. Best Company and licensed to do business in the state in which the Project is located such occurrence-based". All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Eisenbach and Ruhnke Engineering, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.
60. Article 11, Subparagraphs 11.1.1: Add the following new subparagraphs.
- 11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- .1 Premises Operations (including X, C and U coverages).
 - .2 Independent Contractor's Protective.
 - .3 Products and Completed Operations.
 - .4 Personal Injury Liability with Employment Exclusion deleted.
 - .5 Contractual, including specified provisions for Contractor's obligation under paragraph 3.18.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage including Completed Operations.
- 11.1.1.2 If the General Liability coverages are provided by a Commercial General Liability Policy, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in compliance with subparagraph 9.10.2.
- 11.1.1.3 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
- 1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: Statutory
 - 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - b. Property Damage:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Aggregate

- c. Products and Completed Operations to be maintained for 2 years after final payment: \$2,000,000 Aggregate
 - d. Property Damage Liability Insurance shall provide X, C and U coverage.
 - e. Broad Form Property Damage Coverage shall include Completed Operations.
3. Contractual Liability:
- a. Bodily Injury:
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b. Property Damage
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
4. Personal Injury with Employment Exclusion deleted:
\$2,000,000 Aggregate
5. Business Auto Liability (including owned, non-owned, and hired vehicles):
- a. Bodily Injury:
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b. Property Damage:
\$1,000,000 Each Occurrence
6. If the General Liability coverages are provided by a Commercial Liability policy, the:
- a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Legal Liability Limit shall be not less than \$50,000 on any one Fire.
 - c. Premises Medical Expense Limit shall be not less than \$5,000 on any one person.
7. Aircraft Liability (owned and non-owned) when aircraft are used in the performance of the Contract: \$2,000,000 (where applicable).
8. Watercraft Liability (owned and non-owned) when watercrafts are used in the performance of the Contract: \$2,000,000 (where applicable).
9. Umbrella Excess Liability:
\$3,000,000 over primary insurance.
\$50,000 retention for self-insureds hazards, each occurrence.
10. For Contracts involving asbestos or asbestos abatement: In addition to coverages noted above, Asbestos Liability Insurance, in a form acceptable to the Owner and written by an insurance company acceptable to the Owner, shall be provided prior to the commencement of the Work, in the amount of \$2,000,000 per occurrence.

61. Article 11, Subparagraph 11.1.5: Add the following new subparagraph 11.1.5 immediately after subparagraph 11.1.4 of this Agreement:

11.1.5: If the General Liability coverages are provided by a Commercial General Liability Policy, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in compliance with subparagraph 9.10.2

62. Article 11, Subparagraph 11.1.6: Add the following language at the end of subparagraph 11.1.3 of this Agreement:

The Certificates shall be ACORD Form 25S, accompanied by a completed AIA Document G715, Instruction Sheet and Attachment for ACORD Certificate of Insurance. The insurance required by subparagraph 11.1.1 shall be written to name the Owner and the Engineer as additional insureds. The Certificates shall reflect naming the Owner and Engineer as additional insureds and shall require thirty (30) days prior written notice to the Engineer and Owner of cancellation or termination.

63. Article 11, Subparagraph 11.1.7: Add the following new subparagraph 11.1.7 immediately after subparagraph 11.1.6 of this Agreement:

11.1.7 Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required hereunder and until such insurance has been accepted by the Owner, nor on its subcontracts until all similar insurance required of the Subcontractors has been so obtained.

64. Article 11, Subparagraph 11.6: Add the following new subparagraph 11.6:

11.6 The Contractor shall furnish Performance Bonds and Labor and Material Payment Bonds each in the amount of the Contract Price. Bonds shall be written by a company licensed to sell surety bonds in the State of New York and the cost thereof shall be included in the Contract Sum.

11.6.1 The Contractor shall deliver the required bonds to the Owner on or before the execution of the Agreement.

11.6.2 The bonds shall be written on AIA Document A311, February 1970 Edition, Performance Bond and Labor and Material Payment Bond forms.

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

11.6.4 No work shall commence until the Owner has accepted the Bonds. The Owner shall have the right to reject the Contractor for failure to comply by the Contractor and the Contractor shall forfeit any bid security for failure to comply with bonding or insurance requirements.

65. Article 11, Paragraph 11.7: Add the following new paragraph 11.7 to Article 11 of this Agreement:

11.7 APPEARANCE OF COUNSEL

11.7 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of Owner's or Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of paragraph 3.18, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have

its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

66. Article 12, Subparagraph 12.2.2.1: Add the following sentence at the end of subparagraph 12.2.2.1 of this Agreement: "The Performance Bond shall remain in full effect and force through this period."

ARTICLE 13 - MISCELLANEOUS PROVISIONS

67. Article 13: Redesignate Paragraph 13 as subparagraph 13.1 and add the following new subparagraphs 13.1.1, 13.1.2 and 13.1.3 :

13.1.1 Specific reference is made to the following sections of the Labor Law and General Municipal Law which apply to the Work under this Contract.

13.1.1.1 Labor Law.

- .1 Section 220 Subd. 2, re: 8 hour day, 40 hour week.
- .2 Section 220, Subd. 3 and 220-d, re: Minimum Rates and Supplements, which are included in the Project Manual.
- .3 Section 220-e, re: Anti-discrimination, including all subparts.
- .4 Section 222-a, re: Prevention of dust hazards.

If in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust hazards have been accepted by the Architect or the Owner, such appliances or methods shall be installed and maintained and effectively operated by Contractor at its sole cost and expense, immediately on notification to the Contractor that such a harmful dust hazard exists.

13.1.1.2 General Municipal Law

- .1 Section 103-d re: Non-collusion. Contractor has subscribed, under penalty as provided by law, that the Contract Sum was arrived at independently, that the Contractor has made no agreement to restrict competition in any manner, and did not, prior to the bid opening, knowingly divulge its bid to any competitors.
- .2 Section 108, re: Workers' Compensation Insurance. This Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of the Contract, such employees, in compliance with the provisions of the Workers' Compensation Law.
- .3 Section 109, re: Non-assignment of Public Contracts. As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or its right title, or interest therein, or its power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision 1 of this section, assign, transfer, convey, sublet

or otherwise dispose of such contract, or its right, title or interest therein, or its power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and its assignees, transferees or sublessees shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay its employees. The provisions of this section shall not hinder, prevent, or affect any assignment by any such contractor for the benefit of its creditors made pursuant to the laws of this state.

13.1.2. Each and every provision required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted the, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or corrections.

13.1.3 In the event a dispute arises out of this Contract or which in any way affects the rights of any of the parties to it, the Contractor agrees to bring any action, proceeding or other legal process only in the State court jurisdiction in which the project is located and in no other forum.

68. Article 13, Paragraphs 13.6 and 13.7: Add the following new paragraphs 13.6 and 13.7 to Article 13 of this Agreement:

13.6 EQUAL OPPORTUNITY

13.6.1 The Contractor shall maintain policies of employment as follows:

13.6.1.1 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 nondiscrimination.

13.6.1.2 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 considerations for employment without regard to race, religion, color, sex or national origin.

13.6.1.3 Affirmative Action Requirements - Equal Opportunity Employment. Contractor shall adhere to any local and applicable Affirmative Action, Equal Opportunity Employment Programs in the area of work. (If no quota is required in the area of this project, Affirmative Action requirements do not apply).

13.7 EQUIVALENTS

13.7.1 In the Specifications, where two or more kind, types, brands, or manufacturers of materials are named, they 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, Contractor shall indicate in writing, in accordance with the procedures outlined, what kind, type, brand, or manufacturer is proposed.

13.7.2 In the Specifications, the absence of an "or equal" clause is not meant to exclude competition.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

69. Article 14, Subparagraphs 14.2.1.5 through 14.2.1.12: Add the following new clauses .5 through .12 immediately after clause .4 of subparagraph 14.2.1 of this Agreement:

- .5 is more than 15 percent behind schedule, as measured by dividing the number of days behind schedule, as determined by the Architect jointly with the Owner, divided by the total number of days in the Work;
- .6 refuses or neglects to supply a sufficient quantity of materials or labor required to perform the Work according to accepted schedules;
- .7 fails to prosecute the Work with diligence and promptness;
- .8 files for bankruptcy or other debtor insolvency relief;
- .9 an act or omission by Contractor which stops, delays, interferes with, or damages the Work;
- .10 any other failure by Contractor to perform any other terms and conditions of the Contract;
- .11 a determination by Owner or Architect that the Work or any portion of the Work is not being performed in accordance with the Contract; or
- .12 disregards the authority of the Owner.

70. Article 14, Subparagraph 14.2.2: In the fourth line of subparagraph 14.2.2, after the word "notice", add the following language: "or three days' written notice, if the number of days between the date of commencement and date of Substantial Completion, including both those days, is thirty (30) days or less,".

ARTICLE 15 CLAIMS AND DISPUTES

71. Article 15, Subparagraph 15.1.2: Delete this Subparagraph 15.1. in its entirety.

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage**Limits****§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

SECTION 00 4100
BID FORM – ROOFING

THE PROJECT AND THE PARTIES

TO:

Warwick Valley Central School District
225 West Street Ext.
Warwick, NY 10990

FOR:

SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

ENGINEER'S PROJECT NUMBER: 05-20-06

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY:

Bidder's Full Name _____
Address _____
City, State, Zip _____
Contact Name _____ Phone _____

1.01 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Eisenbach and Ruhnke Engineering, P.C. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Roof Replacement for the Sum of:

B. BASE BID

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

(\$ _____) DOLLARS

C. UNIT PRICE 1:

1. The Unit Price(s) are listed in Section 01 2200.
a. Remove and replace deteriorated metal decking, with new 22 gauge galvanized steel deck, fastened to the existing structural members with self-drilling Tek screws spaced approximately 6 inches on center. **Include 400 square feet of deck replacement in the Base Bid.**

(\$ _____) DOLLARS

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

- E. All Allowances described in Section 01 2100 are included in Bid Sum.

- F. We have included the required security deposit as required by the Instruction to Bidders.

- G. All applicable federal taxes are included, and State of New York taxes are included in the Bid Sum.

1.02 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by Warwick Valley CSD within the time period stated above, the Contractor will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and the Contractor fails to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Warwick Valley CSD by reason of the Contractor's failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.03 REJECTION OF BIDS

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

1.04 CONTRACT TIME

- A. If this Bid is accepted, the Contractor will:
1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in Section 01 1000 Summary of Contract. Failure to complete each phase of work by dates indicated will result in damages being assessed as stated in the Bidding Requirements.

1.05 CHANGES TO THE WORK

- A. Refer to General Conditions.

1.06 ADDENDA

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

1.07 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Document 00 4101 - Statement of Surety's Intent.
 2. Document 00 4336 - List of Subcontractors
 3. Document 00 4430 - Hold Harmless Agreement.
 4. Document 00 4546 - Certification Regarding the Iran Disinvestment Act
 5. Document 00 4476 - Insurance Certification.
 6. Section 00 6000 - Project Forms Bid Bond.

1.08 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid or proposal:
1. The undersigned bidder and the person or persons signing on behalf of the bidder, and should this bid be a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.09 BIDDER'S FURTHER AFFIRMATION AND DECLARATION

- A. The above name bidder and should this bid be a joint bid each party thereto, further affirm and declares:
1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.

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

1.10 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

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

Subscribed and sworn before me this day of ____ 20 ____

Notary Public: _____

My Commission Expire: _____

SECTION 01 1000
SUMMARY OF CONTRACT(S)

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Warwick Central School District Capital Project
- B. Owner's Name: Warwick Valley Central School District.
- C. Engineer's Name: Eisenbach and Ruhnke Engineering, P.C.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Single Prime contract as described in Document 00 5000 - Contracting Forms and Supplements.
 - 1. Sanfordville Elementary School
 - a. The scope of work is to replace the roof in the areas indicated on the Drawings.
 - 2. See Unit Price 1 in Section 01 2200
 - a. Remove and replace deteriorated metal decking, with new 22 gauge galvanized steel deck, fastened to the existing structural members with self-drilling Tek screws spaced approximately 6 inches on center. Include 400 square feet of deck replacement in the Base Bid.
 - 3. Work shall occur during July and August 2023, with completion by October 1, 2023.
 - 4. The District will pay for material delivered and properly stored on site, after contract award, but in advance of construction.
 - a. Properly stored means on raised wooden pallets, neatly stacked, covered with secure heavy-duty tarps, protected by traffic safety cones and sawhorses, in accordance with the Manufacturer's recommended storage and shelf-life guidelines.

1.04 OWNER OCCUPANCY

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

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage unless authorized by Owner.
- E. Storage is limited on the site. Contractors should assume that storage will be in containers they provide.
- F. Contractors are not allowed to use any materials or equipment belonging to the District, including, but not limited to, ladders, carts, brooms, garbage cans, etc. Use of a District owned ladder will result in the worker being permanently removed from the site.
- G. Contractors are responsible for their own clean up. Rooms are to be left as clean as found. If the District has to arrange for cleaning, the contractors will be back charged. During the summer, contractors can work as many hours as desired.
- H. Work hours:

- I. Before 7:00 AM - 7:00 PM with restriction for access while school is in progress. Weekend and Holiday work is also allowed.
- J. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Engineer and Construction Manager.

1.07 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- B. Section 01 2000 - Price and Payment Procedures.
- C. Section 01 2100 - Allowances.
- D. Section 01 2200 - Unit Prices.
- E. Section 01 3000 - Administrative Requirements.
- F. Section 01 4000 - Quality Requirements.
- G. Section 01 4216 - Definitions.
- H. Section 01 4219 - Reference Standards.
- I. Section 01 5000 - Temporary Facilities and Controls.
- J. Section 01 6000 - Product Requirements.
- K. Section 01 7000 - Execution and Closeout Requirements.
- L. Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2200
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement Devices:
 - 1. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.

1.06 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Roof Deck Replacement
 - 1. Unit Per Square Foot
 - 2. Remove and replace deteriorated metal decking, with new 22 gauge galvanized steel deck, fastened to the existing structural members with self-drilling Tek screws spaced approximately 6 inches on center. Include 400 square feet of deck replacement in the Base Bid.
 - 3. Deck replacement will be deducted or credited to the District in accordance with this Unit Price.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



Project: Warwick Valley CSD / Sanfordville Elementary School Roof Replacement.
Pre – Bid Meeting Minutes: July 26, 2022

Date: July 26, 2022 @ 9 AM		E&R # 05-20-06	Meeting Location: Sanfordville	Attachments: Sign-In Sheets
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Attendance:

Than Harrington (WVCSD), Jack Eisenbach (E&R), Dave Lukeski, Barrett, Inc. (Ct): Brian Wynne, Barrett Roofs, In. (NJ): Gerard Winter, Carlisle: Corrade Ilord, Greenwood Industries: Erick Wojtoowicz, Milcon: Niko Koutsogiannis, Niko K Construction: Craig Durkin, United Roofing: Mark Zayas, Precision Roofing Inc.: Thomas Olam (Watsky)

Page 1 of 1

<u>Item</u>	<u>Description</u>	<u>Action</u>
1.	The meeting opened with a description of the project to be completed during the summer of 2023.	
2.	Material properly stored on site – on raised pallets covered with heavy duty tarps – will be paid for by the District if delivery occurs prior to July - August 2023. This is being done to alleviate material supply issues.	
3.	All work shown on the drawings is by the Roof Contractor, including the new roof drains and miscellaneous equipment disconnects & reconnects. There are no other separate prime contractors involved with this project.	
4.	School personnel will have limited occupancy; and the Roof Contractor will have virtually un-limited access, when work occurs in July – August 2023	
5.	Some of the existing expansion joints are fake and they will be removed - look carefully at the drawings.	
6.	Windows with sills that are too close to the roof surface are to be replaced.	
7.	The contractors then went onto the roof and inspected the roof.	
8.	The skylights are being replaced.	
9.	The scope for miscellaneous equipment modifications to accommodate the roof work is shown on the drawings	
10.	Questions shall be presented in writing	

SIGN IN SHEET



291 Genesee St., Utica, NY 13501
315-735-1916 Fax 315-735-6365
www.ereengpc.com

Project Name: Warwick Valley CSD Sanfordville Roof Project #: 05-21-04 & 05-20-06
Location: Administration Bldg. Meeting Type: Pre-Bid meeting

Date: July 26, 2022
Time: 10:00 AM
Page /

Contact Name (print legibly)/	Company / Address/Trade	Phone/Fax/Email
Dave Lukerski	Barrett, Inc.	Ph: 203-744-2780 Fax: Email: estimating@barrettroofing.com
Brian Wynne	Barrett Roof, Inc	Ph: 908-998-6400 Fax: Email: brian@barrettroofing.com
Gerard Winter	Carlisle	Ph: 516-514-2595 Fax: Email: Gerard Winter@carlisle.com
Corrado Florio	Greenwood Industries	Ph: 774-502-5604 Fax: Email: C.Florio@greenwood-industries.com
ERIC W. JOHNSON	MILCON CORP	Ph: 631-756 9730 Fax: Email: RALPH@MILCONCORP.COM

SIGN IN SHEET



Eisenbach & Rubnke
ENGINEERING, P. C.

291 Genesee St., Utica, NY 13501
315-735-1916 Fax 315-735-6365
www.echengpc.com

Project Name: Warwick Valley CSD Sanfordville Roof Project #: 05-21-04 & 05-20-06

Location: Administration Bldg.

Meeting Type: Pre-Bid meeting

Date: July 26, 2022

Time: 10:00 AM

Page /

Contact Name (print legibly)/	Company / Address/Trade	Phone/Fax/Email
Nico Construction	Nico Construction	Ph: 466 646-784-0306 Fax: Email: NicoConstruction@gmail.com
Ther Harrington	WVCSD	Ph: 845-475-4311 (C) Fax: 845-3030 (OS) Email:
Craig Durkin	United Roofing	Ph: 845 597 4027 Fax: Email: cdurkin@unitedroofing.com
Mark Zagas	Precision Roofing Inc	Ph: 845-351-2009 Fax: Email: Mark@precisionroofinginc.com
		Ph: Fax: Email:

EISENBACH & RUHNKE ENGINEERING, P.C.
E&R PROJECT NO. 05-20-06

WARWICK VALLEY CSD
SANFORDVILLE ELEMENTARY SCHOOL
ROOF REPLACEMENT

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 1

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL - ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Greenwood Industries
DATE: 8/3/2022
EMAIL/FAX NO. cnordman@greenwood-industries.com
CONTACT NAME: Rob Nordman
SUBJECT: RTU

DISCIPLINE/TRADE: _____

DWG./SPEC. REFERENCE: _____

QUESTION:

Please provide model & Series of the RTU
requiring the new curb.

RESPONSE:

NEW CURBS NOT REQUIRED. RAISE &
RESET EXISTING CURBS

ENGINEER'S SIGNATURE: Jh

DATE: 08/09/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 1

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Atlantic Specialty Inc.

DATE: 8/08/2022

EMAIL/FAX NO. _____

CONTACT NAME: Abdul Zahid

SUBJECT: _____

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: _____

QUESTION:

1. Do we require Sidewalk shed throughout the perimeter of the building and along the courtyard as well?
2. Do we need a security guard on site?
3. Does the building occupied during construction?

RESPONSE:

1. No Sidewalk sheds needed

2. No Security Guard needed

3. Only during the School year. The District Calendar is posted on their web site.

ENGINEER'S SIGNATURE: _____  _____

DATE: 8.9.2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 1

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Windows & Sill heights

DISCIPLINE/TRADE: Roofing

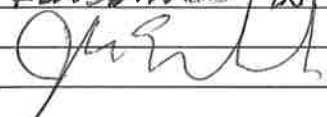
DWG./SPEC. REFERENCE: SV-1 & SV-2

QUESTION:

On Sheet SV-1, Window Tag W2 directs you to details 9 & 10 on sheet SV-2. These details show the existing window to remain and a new sill flashing to be installed. However, this same wall is tagged with details 5 & 6 on sheet SV-2, which indicates the existing through-wall flashing is to be removed and raised to a higher elevation to allow for minimum flashing heights. Please confirm the windows are to remain and the existing sill height is to remain as existing.

RESPONSE:

DETAILS ARE CORRECT AS SHOWN: WINDOWS REMAIN, CAP FLASHINGS IN BRICK WALLS GET RAISED

ENGINEER'S SIGNATURE: 

DATE: 8/9/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 2

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Windows & Sill Heights

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: SV-1 & SV-2

QUESTION:

On Sheet SV-1, Window Tag W1 directs you to details 11 & 12 on sheet SV-2. These details
show the existing window to be removed and the sill height raised. Please confirm
that this window is to be removed and replaced. It was mentioned at the walkthrough
that this window would remain as the sill height offers enough height for the minimum
flashing height.

RESPONSE:

WINDOWS TAG W1 GET REPLACED WINDOWS
TAG W2 REMAIN

ENGINEER'S SIGNATURE: 

DATE: 8/9/2022

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

END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 3

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - HVAC Units and New Curbs

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: SV-1 & SV-3

QUESTION:

On sheet SV-1, the HVAC symbol directs you to detail 22 on sheet SV-3. Detail 22 on
sheet SV-3 indicates the existing HVAC unit is to be disconnected and a new curb installed.
Please confirm that a new curb is to be installed at the 2 large HVAC units. If HVAC Units
are to receive new curbs, please provide the HVAC Unit information to provide to Mechanical
Contractors so accurate pricing can be provided as far as curb requirements and
disconnect/reconnect requirements.

RESPONSE:

NOTE 1 IN DETAIL 22 SHALL APPLY - OMIT
REQUIREMENT TO INSTALL A NEW CURB

ENGINEER'S SIGNATURE: 

DATE: 8/9/2022

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

END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 4

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Pipe Portals vs Pitch Pockets

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: SV-1 & SV-3

QUESTION:

On sheet SV-1, the symbol for Pitch Pocket directs you to detail 24 on sheet SV-3. This detail indicates a pipe portal to be installed at the location of pitch pockets. Are pipe portals required at all pitch pockets or can a sealer pocket flashing be installed? Pipe Portals at existing Compressors/AC Units for their electrical/refrigerant penetrations would require each unit to be drained, refilled, and the electrical/refrigerant lines to be modified to run through the pipe portal as well as some steel work to offer support for the curb on the steel deck.

RESPONSE:

PIPE PORTALS SHALL BE INSTALLED

ENGINEER'S SIGNATURE: 

DATE: 08/09/2022

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

END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 5

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Equipment Painting

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: SV-1

QUESTION:

On sheet SV-1, General Note 7 directs contractors to paint all equipment housings, interior and exterior ladders, doors and frames, gas lines, and vent pipes. Is it the intent of this note to paint all existing exhaust fan hoods/HVAC units?

YES

RESPONSE:

ENGINEER'S SIGNATURE: Jh alk

DATE: 08/09/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 6

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - M/WBE Requirements/Goals

DISCIPLINE/TRADE: Roofing

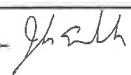
DWG./SPEC. REFERENCE:

QUESTION:

On sheet SV-1, General Note 11. Can the locations of the existing control/expansion joints be indicated as well as the heights?

CONTRACTORS TO OBSERVE

RESPONSE:

ENGINEER'S SIGNATURE: 

DATE: 08/09/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 87

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - M/WBE Requirements/Goals

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: _____

QUESTION:

Are there any M/WBE Requirements or Goals for this project?

RESPONSE:

No

ENGINEER'S SIGNATURE: _____

DATE: 08/09/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 8

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Insurance Requirements

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: _____

QUESTION:

What are the insurance requirements for this project?

RESPONSE:

See Addendum 1 - Revised Section 00 7300A

ENGINEER'S SIGNATURE: 

DATE: 08/09/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 9

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Stored Material

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: _____

QUESTION:

As the project is to be completed by October 2023, will the awarded contractor be allowed to bill for stored material?

RESPONSE:

Materials stored on site can be billed for.
Contractor still responsible for materials
Discussed at Prebid

ENGINEER'S SIGNATURE: _____

DATE: 8/9/2022

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END OF SECTION

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. 10

E&R RFI NO: _____

NAME OF PROJECT:

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

NAME OF OWNER: Warwick Valley Central School District

A/E PROJECT NO: 05-21-06

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.
291 Genesee Street
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: jeisenbach@erengpc.com jjouben@erengpc.com
acorrell@erengpc.com

- B. FROM (CO. NAME): Barrett, Inc.

DATE: 8/9/2022

EMAIL/FAX NO. dlukeski@barrettroofing.com

CONTACT NAME: Dave Lukeski

SUBJECT: RFI - Project Schedule

DISCIPLINE/TRADE: Roofing

DWG./SPEC. REFERENCE: _____

QUESTION:

The project has a completion date of October 2023, is it expected for work to be completed during the fall of 2022, the winter of 2022/2023, and spring of 2023 while students and faculty are occupying the school? What about on days the school is closed for holidays and weekends?
Or is the intent of the project to be completed during the late spring early summer of 2023 while the school is mostly unoccupied by students and faculty?

RESPONSE:

The plan is to complete during summer 2023. Some work could be done late spring.

ENGINEER'S SIGNATURE: [Signature]

DATE: 8/9/2022

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END OF SECTION