

PROJECT MANUAL
BID DOCUMENTS – July 10, 2022

SANFORDVILLE ELEMENTARY SCHOOL
144 SANFORDVILLE ROAD
WARWICK, NEW YORK 10990

ROOF REPLACEMENT
SED#44-21-01-06-0-019-015

WARWICK VALLEY CENTRAL SCHOOL DISTRICT
225 West Street, Warwick, New York 10990
ORANGE COUNTY

EISENBACH AND RUHNKE ENGINEERING, P.C.
PROJECT NUMBER 05-20-06



THE ENGINEER THAT HAS SIGNED THIS DOCUMENT CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE, CONSTRUCTION STANDARDS OF THE COMMISSIONER OF EDUCATION, NEW YORK STATE DEPARTMENT OF LABOR PART 56 OF TITLE 12, AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ASBESTOS HAZARD EMERGENCY RESPONSE ACT REGULATIONS.

DIVISIONS 00, 01, 04, 06, 07
EISENBACH AND RUHNKE ENGINEERING, P.C.
291 GENESEE STREET
UTICA, NEW YORK 13501
WWW.ERENGPC.COM
PH. 315-735-1916
FAX 315-735-6365

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- A. Drawings are listed on Cover Page for all work.
- B. Drawings are the property of the Engineer and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual.

END OF LIST OF DRAWINGS

SECTION 00 1113
ADVERTISEMENT FOR BIDS

THE BOARD OF EDUCATION

**1.01 INVITES BIDS FOR WARWICK VALLEY CSD – SANFORDVILLE ELEMENTARY SCHOOL –
ROOF REPLACEMENT**

- A. Sealed bids will be received by the Board of Education, at the Warwick Valley Central School District until 2:00 PM on the 16th of August 2022 at which time they will be publicly opened and read aloud.
- B. Bidding Documents may be examined at the office of the Engineer, Eisenbach & Ruhnke Engineering, P.C., 291 Genesee Street, Utica, New York 13501, telephone 315.735.1916, fax 315.735.6365.
- C. For the convenience of prospective Bidders, subcontractors and material suppliers, Bidding Documents will also be on file at the following locations:
 - 1. Dodge Data & Analytics: <http://dodgeprojects.construction.com>
 - 2. Plan Room at www.erengpc.com
 - 3. Bidnet: <http://bidnetdirect.com/new-york>
- D. A pre-bid conference and on-site review of the Project areas will be conducted by the Engineer on July 26, 2022 commencing at 10:00 A.M. at the Warwick District Offices, 225 West Street, Warwick, NY 10990.
- E. Visits to the sites may be arranged by contacting Than Harrington (845) 475-4311.
- F. Attention of the Bidder is particularly called to the Owner's sales tax exemption, the requirements as to conditions of employment to be observed and the minimum wage rates to be paid under the contract. In addition, the Bidding Documents for this project contain detailed requirements for the qualification of Bidders. These include, among other things, rigid bonding and insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations or other proceedings in which the Bidder has been named as a party, a statement of surety's intent to issue Performance and Payment Bonds, and a description of other projects of similar size and scope completed by the Bidder.
- G. Bids shall be prepared as set forth in "Instructions to Bidders", enclosed in a sealed envelope bearing on its face the name and address of the Bidder and the title of the Work to which the bid enclosed relates.
- H. Each Bidder shall deposit with its bid, security in an amount not less than five percent (5%) of the base bid in the form and subject to the conditions provided in the "Instructions to Bidders."
- I. No Bidder may withdraw its bid within forty-five (45) days after the actual bid opening.
- J. The Board of Education reserves the right to waive any and all informalities in or to reject any or all bids.
- K. The Owner further reserves its right to disqualify Bidders for any material failure to comply with the "Instructions to Bidders" and "Supplementary Instructions to Bidders."

DATE: _____

BY: SUSAN LAROE, DISTRICT CLERK

WARWICK VALLEY CENTRAL SCHOOL DISTRICT

END OF BID SOLICITATION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS APPLY TO THIS SECTION.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Work Identified in the Contract Documents
 - 3. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
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- C. Site Assessment
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- D. Qualifications
 - 1. Qualifications
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- E. Bid Submission
 - 1. Bid Depository
 - 2. Submission Procedure
 - 3. Bid Ineligibility
- F. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Consent of Surety
 - 3. Performance Assurance
 - 4. Bid Form Requirements
 - 5. Bid Form Signature
 - 6. Insurance Certification
 - 7. Additional Bid Information
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.03 RELATED DOCUMENTS

- A. Document 01 1000 - Summary of Contract.
- B. Document 00 1113 - Advertisement for Bids.
- C. Documents 00 4100 - Bid Form
- D. Document 00 41 01 - Statement of Surety's Intent.
- E. Document 00 41 02 - Certificate of Non-Collusion.
- F. Document 00 4476 - Insurance Certification.
- F. Document 00 4546 - Certification Regarding the Iran Divestment Act
- G. Document 00 7300 - Supplementary Conditions
- H. Document 00 7300A - Supplementary Conditions

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Warwick Valley Central School District at 225 West Street, Warwick, NY 10990 before 2:00 p.m. local standard time on the 16th day of August 2022.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 LUMP SUM BIDS

- A. Bids will be received for the following Prime Contracts:
 - 1. Roof Replacement

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract is as described in the specifications and on the drawings.
- B. Locations:
 - 1. Sanfordville Elementary School, 144 Sanfordville Road, Warwick, NY 10990

2.04 CONTRACT TIME

- A. Owner requires that under the work of this contract be completed by October 1, 2023.

2.05 BID DOCUMENTS AND CONTRACT DOCUMENTS

- A. Definitions: All definitions set forth in the General Conditions of the Contract and Section 01 4216 are applicable to these Instructions to Bidders.
- B. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.06 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as E&R Project Number 05-20-06, Sanfordville Elementary School, Roof Replacement as prepared by Eisenbach and Ruhnke Engineering, P.C. who is located at 291 Genesee Street, Utica, New York 13501, and with contents as identified in the Table of Contents.

2.07 AVAILABILITY

- A. Bid Documents may be obtained at the office of Eisenbach and Ruhnke Engineering, P.C. which is located at 291 Genesee Street, Utica, New York 13501.
- B. Bid Documents, on CD, in PDF format, will be available, at no cost, to all prospective bidders. The CD's will be available for a \$15 shipping fee if requested to be mailed.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

2.08 EXAMINATION

- A. Bid Documents may be viewed at the office of Eisenbach and Ruhnke Engineering, P.C.
- B. Bid Documents are on display at the offices of the following construction plan rooms:
 - 1. Dodge Data & Analytics: <http://dodgeprojects.construction.com>
 - 2. Bidnet: <<http://bidnetdirect.com/new-york>>
 - 3. Plan Room at ERENG.PC.COM.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- D. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

2.09 INQUIRIES/ADDENDA

- A. Direct questions to Jack Eisenbach, email: jeisenbach@erengpc.com, jjouben@erengpc.com; (315) 735-1916. Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2114, to the Engineer.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.
- E. Answers: The Engineer will issue addenda, if necessary, to answer each question. Bidders shall rely on answers contained in such addenda and shall not rely upon any oral answers given by any employee or agent of Owner, Engineer, and Engineer's Consultants.

2.10 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, bidders shall comply with the specifications, performance and quality of the specification item. The Engineer will not review any substitutions during the bidding period. The bidder assumes all responsibility to meet the requirements and the Engineer shall be final authority as to a product is equal to the specification.
- B. See Section 01 6000 - Product Requirements for additional requirements.

SITE ASSESSMENT

3.01 SITE EXAMINATION

- A. Bidders may inspect the site at the time of the pre-bid conference, if one is scheduled, or other times by advance agreement with the Owner. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection.
- B. The bidder is required to contact Owner at the following address and phone number to arrange a date and time to visit the project site: Than Harrington (845) 475-4311.

3.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10 A.M. on the 26th day of July 2022 at the location of the Warwick Valley CSD District Offices, 225 West Street, Warwick, New York.
- B. Representatives of Eisenbach and Ruhnke Engineering, P.C. will be in attendance.
- C. Attendance is Non-Mandatory. Bidders are strongly advised to attend.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will form part of the Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

4.01 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. Proposals must be submitted on the Form provided by the Engineer included in the project manual with all blanks appropriately filled in. They must be submitted in sealed envelopes bearing on the outside the name and address of the bidder title of the project and trade.
- E. To submit a bid for a bid package, the bidder should photocopy or remove the bid/proposal form for that bid package from the Project Manual. Then the bidder should complete, sign, and submit the form as required herein.

- F. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional, or obscure may be rejected as informal. Additional copies of the Proposal Form will be furnished by the Architect upon request.
 - 1. In case of a discrepancy between the words and figures, the written word, not the figures, will govern.
- G. Bidders shall not rely on oral statements made by any employee or agent of the Owner, Engineer, Engineer's consultants, or Owner's Representative. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract.
- H. No oral or telephonic proposals or modifications of proposals will be considered.

5.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form or certified check, including alternates.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- F. If no contract is awarded, all security deposits will be returned.

6.02 CONSENT OF SURETY

- A. Submit with the Bid: Section 00 4101.

6.03 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00 7300 - Supplementary Conditions and the General Conditions. Prior to the execution of the Contract, the bidder to furnish bonds covering and faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.
- B. Include the cost of performance assurance bonds in the Bid Amount.
- C. The bidder shall require the attorney in fact who executes the required bonds on the behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power.

6.04 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

6.05 BID FORM REQUIREMENTS

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

6.06 SALES AND USE TAXES

- A. The Owner is a tax-exempt entity, so there shall be no charge for sales or use taxes. The Owner documents this status as requested.

6.07 FEES FOR CHANGES IN THE WORK

- A. Refer to General Conditions.

6.08 BID FORM SIGNATURE

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

6.09 EQUIVALENCY CLAUSE

- A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or more are named the Contractor may select one of those items, subject to meeting the requirements of the specified product. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing, and prior to award of the contract, what kind, type, brand, or manufacture is included in the base bid for the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. Contractor shall refer to Section 01 6000.

6.10 NON DISCRIMINATION

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

6.11 PREVAILING WAGES

- A. Law required the payment of prevailing wages on the project, as listed in Section 00 4343.

6.12 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission.
1. Section 00 4101 - Statement of Surety's Intent
 2. Section 00 4102 - Certificate of Non-Collusion
 3. Section 00 4336 - Proposed Subcontractors Form
 4. Section 00 4430 - Hold Harmless Agreement
 5. Section 00 4476 - Insurance Certification
 6. Section 00 4546 - Certification Regarding the Iran Divestment Act

OFFER ACCEPTANCE/REJECTION

7.01 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required by the bidding documents or if the bid is incomplete or irregular.
- C. After acceptance by Owner, Engineer on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

7.02 POST-BID PROCEDURE

- A. The bid proposal, alternates, and the proposed subcontractors. Information received from owners of other projects all will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Engineer may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. When requested by the Owner, bidders shall furnish all information and data required by the Owner within the time and in the form and manner requested by the Owner. Upon notification from the Owner, the apparent low bidder shall furnish, within three (3) working days after the bid opening, Two (2) copies of the following information in writing:
 1. Evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant. The financial statement shall include, but not limited to the following:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - b. Net Fixed Assets:
 - c. Other Assets:
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
 - e. Other Liabilities (e.g., Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project.
 - g. A bar-chart showing the bidder's proposed plan and schedule to complete the bidder's work in accordance with the milestones and phasing plan.
 - h. The insurance certificates required by the Bid Documents.
 - i. A proposed schedule of values for the bidder's work.
 - j. A proposed list of submittals and a proposed schedule for making them, all keyed to the bar-chart.
 2. After receipt of the above information, the Owner will designate a time and place for the meeting between the Owner and Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility, and qualifications.
 3. The Owner reserves the right to disapprove the use of any proposed Subcontractor, and in such event, the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner, as set forth in of the Agreement.
 4. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received in determining whether to accept a proposal.
 5. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
 6. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.
 7. In the event that the Owner should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

END OF SECTION

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

05-20-06 Sanfordville ES Roof Replacement

144 Sanfordville Rd
Warwick NY 10990
Roof replacement
SED # 44-21-01-06-0-019-015

THE OWNER:

(Name, legal status, address, and other information)

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

THE Engineer

(Name, legal status, address, and other information)

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

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ADDITIONS AND DELETIONS:

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
.6	Specifications	
	Section	Title
		Date
		Pages
.7	Addenda:	
	Number	Date
		Pages
.8	Other Exhibits:	
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>	
	<input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>	
	<input type="checkbox"/> The Sustainability Plan:	
	Title	Date
		Pages
	<input type="checkbox"/> Supplementary and other Conditions of the Contract:	
	Document	Title
		Date
		Pages
.9	Other documents listed below:	
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>	

Additions and Deletions Report for **AIA® Document A701™ – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:14:55 ET on 07/11/2022.

PAGE 1

05-20-06 Sanfordville ES Roof Replacement

144 Sanfordville Rd
Warwick NY 10990
Roof replacement
SED # 44-21-01-06-0-019-015

...

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

...

~~THE ARCHITECT:~~THE:Engineer

...

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:14:55 ET on 07/11/2022 under Order No. 2114240981 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 00 2114

RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. _____

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): _____

DATE: _____

EMAIL/FAX NO. _____

CONTACT NAME: _____

SUBJECT: _____

DISCIPLINE/TRADE: _____

DWG./SPEC. REFERENCE: _____

QUESTION:

RESPONSE:

ENGINEER'S SIGNATURE: _____

DATE: _____

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

END OF SECTION

SECTION 00 4100
BID FORM – 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. 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.
- D. All Allowances described in Section 01 2100 are included in Bid Sum.
- E. We have included the required security deposit as required by the Instruction to Bidders.
- F. 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 00 4101
STATEMENT OF SURETY'S INTENT

TO: _____
(OWNER)

We have reviewed the Bid of _____
(Contractor)

OF _____
(Address)

FOR _____
(Project)

BIDS FOR WHICH WILL BE RECEIVED ON _____ (BID OPENING DATE), AND WISH TO ADVISE THAT SHOULD THIS BID OF THE CONTRACTOR BE ACCEPTED AND THE CONTRACT AWARDED TO HIM IT IS OUR PRESENT INTENTION TO BECOME SURETY ON THE PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND REQUIRED BY THE CONTRACT.

Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite Bonds.

We are duly licensed to sell surety bonds in the State of New York.

ATTEST:

Surety's Authorized Signature(s)

ATTACH POWER OF ATTORNEY

(CORPORATE SEAL, IF ANY. IF NO SEAL, WRITE "NO SEAL" ACROSS THIS PLACE AND SIGN)

(THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID)

END OF SECTION

SECTION 00 4102
CERTIFICATE OF NON-COLLUSION

TO _____, IN ACCORDANCE WITH SEALED BIDS FOR

WARWICK VALLEY CSD
SANFORDVILLE ELEMENTARY SCHOOL
ROOF REPLACEMENT

SUBMITTED UNDER DATE OF _____ SECTION 103D OF THE
GENERAL MUNICIPAL LAW, AS AMENDED, THE BIDDER CERTIFIES THAT:

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of their knowledge and belief:
- B. 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;
- C. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- D. 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.

COMPANY: _____

BY: _____

Representative

END OF SECTION

SECTION 00 4336
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) _____

1.02 TO (OWNER): WARWICK VALLEY CENTRAL SCHOOL DISTRICT

DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

1.03 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

- A. COMPANY NAME: _____
CONTACT NAME/EMAIL: _____
CONTACT NUMBER: _____
- B. COMPANY NAME: _____
CONTACT NAME/EMAIL: _____
CONTACT NUMBER: _____
- C. COMPANY NAME: _____
CONTACT NAME/EMAIL: _____
CONTACT NUMBER: _____
- D. COMPANY NAME: _____
CONTACT NAME/EMAIL: _____
CONTACT NUMBER: _____

END OF SECTION

SECTION 00 4343
PREVAILING WAGE RATES

PART ONE

1.01 RELATED DOCUMENTS

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

1.02 PROVISIONS OF LAW DEEMED INSERTED

- A. Each and every provision of law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all subcontractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law and the following:
 - 1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
 - 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide and keep certified payroll records at the job site.
- E. NOTE THESE WAGE RATES ARE EFFECTIVE UNTIL JUNE 30, of each year. Updated schedules will be available on the Department of Labor web site: www.labor.state.ny.us

END OF SECTION



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Warwick Valley CSD

Jack Eisenbach, President
Eisenbach & Ruhnke Engineering
291 Genesee Street
Utica NY 13501

Schedule Year 2022
Date Requested 02/14/2022
PRC# 2022001553

Location 144 Sanfrodville Road
Project ID#
Project Type Replace Roofing

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

SECTION 00 4430

HOLD HARMLESS AGREEMENT

HEREIN THE "CONTRACTOR" ASSUMES RESPONSIBILITY FOR ANY AND ALL INJURY TO OR DEATH OF ANY AND ALL PERSONS, ALL INJURY TO OR DEATH OF ANY AND ALL PERSONS, INCLUDING THE CONTRACTOR'S AGENTS, SERVANTS AND EMPLOYEES, AND IN ADDITION THERETO, FOR ANY AND ALL DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THIS CONTRACT OR THE PROSECUTION OF WORK HEREUNDER, WHETHER CAUSED BY THE CONTRACTOR OR THE CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES, OR THE CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, AND THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE SCHOOL DISTRICT, AND THE (ENGINEER/ARCHITECT) EISENBACH AND RUHNKE ENGINEERING, P.C. FROM AND AGAINST ANY AND ALL LOSS AND/OR EXPENSE WHICH THEY OR EITHER OF THEM MAY SUFFER OR PAY AS A RESULT OF CLAIMS OR SUITS DUE TO, BECAUSE OF OR ARISING OUT OF ANY AND ALL SUCH INJURIES, DEATHS AND/OR DAMAGE. THE CONTRACTOR IF REQUESTED, SHALL ASSUME AND DEFEND AT THE CONTRACTOR'S OWN EXPENSE, ANY SUIT, ACTION OR OTHER LEGAL PROCEEDINGS ARISING THERE FROM, AND THE CONTRACTOR HEREBY AGREES TO SATISFY, PAY AND CAUSE TO BE DISCHARGED OF RECORD ANY JUDGMENT WHICH MAY BE RENDERED AGAINST THE OWNER OR ARCHITECT ARISING THEREFROM.

DATED AT _____ THIS DAY OF 202_____.

SIGNED, SEALED AND DELIVERED SIGNED

IN THE PRESENCE OF: BY:

END OF SECTION

SECTION 00 4476
INSURANCE CERTIFICATION

BID OR PROJECT NO. # _____

NAME OF PROJECT: SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

INSURANCE REPRESENTATIVE'S ACKNOWLEDGEMENT:

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

INSURANCE REPRESENTATIVE: _____

ADDRESS: _____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

DATE: _____

Insurance Representative

BIDDER'S ACKNOWLEDGEMENT:

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

FIRM NAME:

ADDRESS:

DATE: _____

Bidder's Signature: _____

END OF SECTION

SECTION 00 4546

CERTIFICATION REGARDING THE IRAN DIVESTMENT ACT

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

1.01 CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

- A. As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.
- B. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).
- C. Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- D. During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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

SIGNED

SWORN to before me this _____ day of _____ 202____

Notary Public: _____

OR

**1.02 DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

WARWICK VALLEY CSD SANFORDVILLE ELEMENTARY SCHOOL – ROOF REPLACEMENT

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

Name of the Bidder: _____

Address of Bidder _____

Has bidder been involved in investment activities in Iran? _____

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

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

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

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

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

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

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

I, _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS THE
_____ OF THE _____ CORPORATION AND
THE FOREGOING IS TRUE AND ACCURATE.

SIGNED

SWORN to before me this _____ day of _____ 202__

Notary Public: _____

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL
COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 7200 - General Conditions for the General Conditions.
- C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
- D. The Agreement is based on AIA A101-2017.
- E. The General Conditions are based on AIA A201-2017.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710-2017.
 - 2. Construction Change Directive Form: AIA G714-2017.
 - 3. Change Order Form: AIA G701.
- D. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

- A. AIA A101-2007 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A201- General Conditions of the Contract for Construction; 2017.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA A312 - Performance Bond and Payment Bond; 2010.
- E. AIA G701 - Change Order; 2017.
- F. AIA G704 - Certificate of Substantial Completion; 2017.
- G. AIA G710- Architect's Supplemental Instructions; 2017.
- H. AIA G710 - Architect's Supplemental Instructions; 2017.
- I. AIA G714- Construction Change Directive; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 5200
AGREEMENT FORM

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.01 FORM OF AGREEMENT

- A. The agreement to be executed is attached following this page.

1.03 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300 - Supplementary Conditions.
- C. Section 01 4216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

DRAFT AIA® Document A101® – 2017

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

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

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

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

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

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

« »

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>

<< >>

<< >>
<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

<< >>

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

<< >>

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

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

§ 8.3 The Contractor's representative:

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

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

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

§ 8.5 Insurance and Bonds

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

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

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

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SECTION 00 6000
PROJECT FORMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

1.02 BID BOND:

- A. A Bid Bond will be required for this project. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to FIVE (5%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of FIVE (5%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee be retained by the Owner shall be the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work.
 - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.
- B. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
 - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

1.03 PERFORMANCE AND PAYMENT BOND:

- A. A Performance and Labor and Material Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.
- B. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.
- C. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner and shall be underwritten by a surety company authorized to do business in the State of New York.
- D. Every Bond under this paragraph must display the Surety's Bond Number.
- E. Each bond must be accompanied by an original Power of Attorney, giving the name of attorneys in fact and extent of bonding capacity.
- F. The Surety Company shall be obligated for the bonds for a two-year period after substantial completion.
- G. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.
- H. A rider including the following provisions shall be attached to each Bond
 - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

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

END OF SECTION

SECTION 00 7200
GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 RELATED DOCUMENTS

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

1.01 FORM OF GENERAL CONDITIONS

- A. The general conditions applicable to this contract are attached following this page.

1.03 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form
- B. Section 00 7300 - Supplementary Conditions.
- C. Section 01 4216 - Definitions.

END OF SECTION

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

05-20-06 Sanfordville ES Roof Replacement
Sanfordville ES
144 Sanfordville Rd
Warwick NY 10990
SED #44-21-01-06-0-019-015

THE OWNER:

(Name, legal status and address)

Warwick Valley Central School District
225 West Street
Warwick, N 10990

THE ENGINEER

(Name, legal status and address)

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

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

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

Init.

- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

05-20-06 Sanfordville ES Roof Replacement
Sanfordville ES
144 Sanfordville Rd
Warwick NY 10990
SED #44-21-01-06-0-019-015

...

Warwick Valley Central School District
225 West Street
Warwick, N 10990
THE ARCHITECT:
THE:Engineer

...

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

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below.
Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SUPPLEMENTARY GENERAL CONDITIONS TO AIA DOCUMENT A201-2017
GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION,
DATED XXXXXX, 20XX 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, 2 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

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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, Subparagraph 11.1.5: Add the following new subparagraph 11.1.1.5 immediately after subparagraph 11.1.4 of this Agreement:
- 11.1.1.5: 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
61. 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.
62. 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.
63. 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.

64. 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

65. 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

66. 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.

67. 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

68. 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.

69. 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

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

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.

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 3000 - Administrative Requirements.
- E. Section 01 4000 - Quality Requirements.
- F. Section 01 4216 - Definitions.
- G. Section 01 4219 - Reference Standards.
- H. Section 01 5000 - Temporary Facilities and Controls.
- I. Section 01 6000 - Product Requirements.
- J. Section 01 7000 - Execution and Closeout Requirements.
- K. Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SECTION INCLUDES

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

1.03 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 2100 - Allowances: Payment procedures relating to allowances.

1.04 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G702/703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date Letter of Award.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form Identical form approved for Schedule of Values.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Eisenbach & Ruhnke Engineering, P.C. for approval.
- H. After Engineer's approval of the "pencil copy" submit three hard copies to Eisenbach & Ruhnke
- I. Include the following with the application:

1. Transmittal letter as specified for Submittals in Section 01 3000.
2. Construction progress schedule, revised and current as specified in Section 01 3216.
3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors and suppliers for construction period covered by the previous application.
 - a. Waiver Forms: Submit waivers of lien on forms.
4. When an application shows completion of an item, submit final or full waivers.
5. Owner reserves the right to designate which entities involved in the Work must submit waivers.
6. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
7. Certified Payrolls; All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. In addition each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owners shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.
 - a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.
- J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
- K. Project record documents as specified in Section 01 7800, shall be available for review by Warwick CSD as a prerequisite for approval of payment.
- L. Affidavits attesting to off-site stored products and insurance certificates covering all site material and equipment.
- M. When Eisenbach and Ruhnke Engineering, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- N. The Owner shall retain Five (5) percent of the amount of each payment

1.06 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

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

1.07 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 2 days.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.

2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Engineer without a quotation from Contractor, the amount will be determined by Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.08 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

1.09 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

- A. In the event the work is not completed by the schedule date, listed in Section 01100 Summary of Work, and in addition to the other remedies described, the Engineer will not review progress payment requisitions submitted after the construction completion date, and the District will not issue any progress payments after that date, until all work is completed.
1. Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work is 100% complete, less 5% retainage.

1.10 APPLICATION FOR FINAL PAYMENT

- A. It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety Five (95%) of the Contract amount and the final Five (5%) will be due only after the completion and submittal of all requirements of Section 01780 Closeout Submittals are met, including completion of all "punch list" items.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.
 2. All "punch list" items have been completed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 PROJECT/CONSTRUCTION MANAGER

- A. Project Manager: Eisenbach & Ruhnke Engineering, P.C.
- B. Cooperate with the Project/Construction Manager in allocation of mobilization areas of site; for field offices and sheds, for building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Manager.
- D. Comply with Project/Construction Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project/Construction Manager for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary of Contracts.
- F. Coordinate field engineering and layout work under instructions of the Project Manager.
- G. Make the following types of submittals to Engineer through the Project Manager:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Owner and Engineer.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Engineer.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.04 COORDINATION DRAWINGS

- A. Provide information required by Project Manager for preparation of coordination drawings.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Transmit each submittal with approved form.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.

- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Engineer review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 3060
NON-DISCRIMINATION CLAUSES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.
- B. During the performance of this contract, the contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training.
 - 2. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under these clauses hereinafter called "non-discrimination clauses" and requesting such labor union or representative to agree in writing, standing or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color or natural origin. Such action shall be taken with reference, but not limited, to: recruitment, employment job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performance of this contract. If such labor union or representative fails or refuses so to agree in writing the Contractor shall promptly notify the State Commission of Human Rights of such failure or refusal.
 - 3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
 - a. The Contractor will state, in all solicitation or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
 - b. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - c. This contract may be forthwith canceled, terminated or suspended, in whole or in part by the Owner upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner or agency of the Owner, until he or it satisfies the State Commission for Human Rights that he or it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions

may be imposed and remedies invoked independently of or in addition to sanctions or remedies otherwise provided by law.

- d. If this Contract is canceled or terminated under the above clause, in addition to other rights of the Owner, provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Owner may withhold payments from the contractors in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- e. The Contractor will include the provisions of these clauses in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Sub-Contract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the Owner.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary of Contract(s): Work sequence.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- C. Within 5 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Submit updated schedule with each Application for Payment.
- E. Submit under transmittal letter form specified in Section 01 3000 - Administrative Requirements.

1.04 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 3 years minimum experience in using and monitoring CPM schedules on comparable projects.

1.05 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.
- C. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Engineer at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.

- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 3300
SED SPECIAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies special requirements of State Education Department, including Commissioner's Regulation Part 155.5, 155.7
 - 1. Copies of Commissioner's Regulation Part 155.5, 155.7 are available on the State Education Department's web site.

1.03 CERTIFICATE OF OCCUPANCY

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.

1.04 GENERAL SAFETY AND SECURITY DURING CONSTRUCTION

- A. All construction materials shall be stored in a safe and secure manner.
 - 1. Fences around construction supplies or debris shall be maintained.
 - 2. Gates shall always be locked unless a worker is in attendance, to prevent unauthorized entry.
 - 3. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 - 4. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

1.05 SEPARATION OF CONSTRUCTION

- A. Separation of construction areas from occupied spaces. Construction areas that are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Metal stud and gypsum board (Type X) must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - 1. A specific stairwell and/or elevator may be assigned for construction worker use during work hours, when approved by the Owner. Workers may not use corridors, stairs or elevators designated for students or school staff.
 - a. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 - b. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each work day. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

1.06 FIRE PREVENTION

- A. There is no smoking on school property for fire prevention and New York State Law.
- B. Any holes in floors or walls shall be sealed with a fire resistant material.
- C. Contractor shall maintain existing fire extinguishers.
- D. Fire alarm and smoke detection systems shall remain in operation at all times.

1.07 CONSTRUCTION DIRECTIVES

- A. Construction Noise. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

1. Construction Fume Control: Each Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
2. Off-Gassing Control. Each Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturer's recommendations before a space can be occupied.

1.08 ASBESTOS

- A. Asbestos/Lead Test Asbestos Letter. Indication that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos.
- B. Asbestos Code Rule 56. Large and small asbestos abatement projects as defined by 8 NYCRR 155.5(k) shall not be performed while the building is occupied. Note: It is SED's interpretation that the term "building" as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non combustible construction. The isolated portions (the occupied portion and the portion under construction) of the building must contain separate code compliant exits. The ventilation systems must be physically separated and sealed at the isolation barrier(s).
 1. Asbestos TEM. The asbestos abatement area shall be completely sealed off from the rest of the building and completely cleaned and tested by TEM prior to re-entry by the public.
 2. Lead Abatement Projects. A project that contains materials identified to be disturbed which tests positive for lead shall include that information in the Construction Documents. The Construction Documents must address the availability of lead testing data for the building and include a statement that the OSHA regulations be followed and that cleanup and testing be done by HUD protocol.

1.09 VENTILATION

- A. The work, as scheduled in the existing building, is to be performed when the facility is unoccupied. In the event that work is required to be performed during times when the building is occupied, all existing ventilation system between areas of work and areas of occupancy shall be disconnected, separated and code complying ventilation requirements be provided the occupied area. Prior to such work commencing the contractor shall submit a plan, for review indicating procedure to be taken. Also see paragraph 1.5 above for additional requirements."

1.10 ELECTRICAL CERTIFICATION:

- A. The Contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation if applicable.

1.11 EXITING

- A. Exiting: Work will be performed when school is not in session or after school hours. All exiting will be clear and usable at all times.
- B. All exits shall be clear and usable at all times.
- C. All modifications or changes to the exiting plan shall be approved by the Architect.

1.12 CONSTRUCTION WORKER IN OCCUPIED AREAS

- A. No worker shall be permitted in areas occupied by students. If access is required by the contractor's personnel they will be supervised by District personnel. Contractor shall provided 24 hour notice to the Owner when such access will be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 3323

SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. Section 01 3000 Administrative Requirements
- B. Submit, to the Engineer, shop drawings, product data, and samples required by the specification sections.
- C. Attached is the Submittal Cover Sheet (Section 01 3323.01) that is to be filled out and returned to the Engineer with each submittal.
- D. Make submittals to allow for checking, re-submittal, and rechecking, if required, without causing delay of the Construction Schedule.

1.02 PRODUCT DATA

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, and other standard descriptive data.
 - 1. Modify product data to delete information that is not applicable to project.
 - 2. Supplement standard to provide additional information applicable to project.
 - 3. Clearly mark each copy to identify applicable materials, products, or models.
 - 4. Show dimensions and clearances required.
 - 5. Show performance characteristics and capacities.
 - 6. Show wiring or piping diagrams and controls.

1.03 CONTRACTOR RESPONSIBILITIES

- A. Review, approve, stamp, and sign shop drawings, submittals, product data, and samples prior to submission to Engineer.
- B. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and other data.
- C. Coordinate each submittal with requirements of Work and Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals unless Engineer gives written acceptance of the specific deviations.
- F. Notify Engineer in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. After Engineer's review, Contractor is to distribute copies of submittals to parties requiring same for co-ordination of work.
- H. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Engineer.

1.04 SUBMISSION REQUIREMENTS

- A. Submit number of copies of product data that will be required for distribution plus one copy that will be retained by Engineer.
- B. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Engineer's project title and number.
 - 3. Contractor's name and address.
 - 4. Notification of deviations from Contract Documents.
 - 5. Additional pertinent data.

- C. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Engineer's project title and number.
 - 3. The names of:
 - a. Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - 4. Identification of product.
 - 5. Relation to adjacent structure or materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Technical Specification section number.
 - 8. Applicable standards.
 - 9. A blank space, 4 x 4 inches, for the Engineer's stamp.
 - 10. Identification of deviations from Contract Documents.
 - 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract Documents.
 - a. Submittals without Contractor's stamp will be returned without being reviewed.
- D. Shop Drawing Submittal Cover Sheet
 - 1. Attach submittal cover sheet, with all blanks filled in for each shop drawing, product data, and sample.

1.05 RESUBMISSION REQUIREMENTS

- A. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.06 CONTRACTOR'S DISTRIBUTION OF SUBMITTALS

- A. Distribute copies of shop drawings and product data that carry the Engineer stamp to:
 - 1. Contractor's file.
 - 2. Job site file.
 - 3. Record Document file.
 - 4. Construction Manager.
 - 5. Owner
- B. Distribute samples as directed by Engineer.

1.07 ENGINEER

- A. Stamp and initial or sign certifying to review of submittal.
- B. Explanation of Engineer's Stamp:
 - 1. NO EXCEPTION TAKEN: No corrections, no marks.
 - 2. MAKE CORRECTIONS NOTED: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
 - 3. REVISE AND RESUBMIT: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
 - 4. REJECTED: Drawings are rejected as not in accordance with the Contract, too many corrections, or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
 - 5. SUBMIT SPECIFIED ITEM: Item is not as specified. Submit named manufacturer.
- C. Return submittals to Contractor for distribution.

1.08 SUBMITTALS REQUIRED FOR REVIEW

- A. The following is the Submittal Cover Sheet for the required submittals. Contractor is responsible for reviewing each section to determine required submittals.

END OF SECTION

SUBMITTAL COVER SHEET



EISENBACH & RUHNKE ENGINEERING, P.C.
291 Genesee St., Utica, NY 13501 315-735-1916

The Contractor shall fill out lines 1 through 7 below and staple this cover sheet to submitted product data sheet, sample, shop drawing, or other items submitted to the Architect/Engineer. Each submittal shall have its own Submittal Cover Sheet.

Project Name: Warwick Valley School District

E&R Project No.: 05-20-06 Sanfordville Roof Replacement

Email Submittals to: **WarwickSubmittals@erengpc.com**

Architect/Engineer: Eisenbach and Ruhnke Engineering, P.C.

Project Manager: Jack Eisenbach jeisenbach@erengpc.com

Address: 291 Genesee Street
Utica, NY 13501

Phone: 315-735-1916

Contractor:

Project Manager:

Address:

Phone:

Owner: Warwick Valley Central School District

1. Date: _____
2. Submittal Number: _____
3. Submitted Item: _____
4. Manufacturer: _____
5. Person Submitting: _____
6. Spec. Location: Section _____ Article _____ Paragraph _____ Subparagraph _____
7. And/Or Drawing Number: _____

Architect/Engineer's Notes: _____

Contractor's Stamp

Architect/Engineer's Stamp

- ☐ No exception taken.
- ☐ Make Corrections Noted. Do not resubmit. See Notes above.
- ☐ Submit Specified Item. Resubmit. See Notes above.
- ☐ Revise and Resubmit. Resubmit. See Notes above.
- ☐ Rejected. See Notes above.

Checking of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in Contract Documents. Any action shown is subject to the requirements of the Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, quantities, information that pertains solely to the fabrication processes or to techniques of construction, coordination of the work of all trades, and the satisfactory performance of his work.

By: _____ Date: _____
EISENBACH & RUHNKE ENGINEERING

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Manufacturers' field services.
- F. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 4219 - Reference Standards.
- E. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- B. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Engineer's knowledge and action as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
 - 1. Include required product data and shop drawings.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Engineer and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Engineer, provide interpretation of results.
 - 2. Test report submittals are for Engineer's knowledge as construction contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator or for Owner.
1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 2. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.05 REFERENCES AND STANDARDS

- A. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- B. Obtain copies of standards where required by product specification sections.
- C. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- B. Contractor Employed Agency:
 1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 2. Laboratory: Authorized to operate in the State in which the Project is located.
 3. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 5. Perform additional tests and inspections required by Engineer.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

- A. Replace work or portions of the work not conforming to specified requirements.

END OF SECTION

SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to this project are the following:
- B. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- C. NFPA 101 - Life Safety Code; 2015.

1.03 CODES, PERMITS, FEES, ETC.

- A. The Owner shall file and obtain the Building Permit.
- B. Each Contractor shall furnish and pay for all permits, fees and other installation costs required for the various installations by governing authorities and utility companies; prepare and file drawings and diagrams required; arrange for inspections of any and all parts of the work required by the authorities and finish all certificates necessary to the Construction Manager as evidence that the work installed under this Section of the Specifications conforms with all applicable requirements of the Municipal and Stat Codes, National Board of Fire Underwriters, National Electric Code.
- C. Any items of work specified herein and shown on the drawings which conflict with aforementioned rules, regulations and requirements, shall be referred to the Engineer and Construction Manager for decision which decision shall be final and binding.
- D. The work shall not be deemed to have reached a state of completion until the certificates have been delivered.
- E. The building is to be constructed under the following Rules and Regulations of the New York State Uniform Fire and Building Codes known as the "Building Codes of the State of New York" and consists of the following:
 - 1. Building Code of New York State
 - 2. State Education Department Planning Standards, including Commissioner's Regulation Part 155.5, 155.7
 - 3. Energy Conservation Construction Code of the New York State
 - 4. Fire Code of New York State
 - 5. Fuel Gas Code of New York State
 - 6. Mechanical Code of New York State
 - 7. Plumbing Code of New York State.
- F. Classification of Construction
- G. Occupancy Classification: Education E
- H. State Education Department: Planning Standards is applicable to the work. Any conflicts between the Building Codes of New York and the State Education Department Planning Standards, the most restrictive shall apply. Copies of the Planning standards are available at the SED website.
- I. Electrical Certification: The Contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.
- J. OSHA Part 1926 Safety and Health Regulations for construction.

1.04 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

- A. All laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project. Certification shall be within the last five (5) years.

1.05 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements.

B. Section 01 4219 - Reference Standards.

1.06 QUALITY ASSURANCE

- A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in Building Name and Address.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4219
REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions: Reference standards.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.04 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract and Section 01 1000 Summary of Contracts.

1.05 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents, including reference standards in codes having jurisdiction, include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- D. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.01 ABBREVIATIONS AND NAMES:

- A. Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

PART 3 – NOT APPLICABLE

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 for submittals

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Mobile phone service for all field superintendents and foreman.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.06 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.

C. No other signs are allowed without Owner permission except those required by law.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5060
SITE SAFETY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY:

- A. The purpose of this section is to specify the safety requirements, which must be followed by each Contractor during the execution of this contract.
- B. Each Contractor agrees that the work will be completed with the greatest degree of safety and:
 - 1. To conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner, Owner's Representative, the Architect, and all their employees, consultants and representatives harmless from and against and shall indemnify each and every one of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.

1.03 RELATED SECTIONS

- A. Section 01 5000 - Temporary Facilities and Controls.

1.04 DEFINITIONS

- A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.
 - 1. Site shall mean the limits of the work area.
 - 2. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

1.05 REFERENCES:

- A. Code of Federal Regulations OSHA Safety and Health.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Barriers shall be constructed of sturdy lumber having a minimum size of 2'x 4'.
- B. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 - EXECUTION

3.01 GENERAL

- A. In the performance of its contract, each Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.
 - 1. Each Contractor shall, at their own expense, provide temporary structures, place watchmen, design and erect barricades, fences and railings, give warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper or as may be directed.
 - 2. Each Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be done under this contract. Each Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:
 - a. All employees working in connection with this contract, and other persons who may be affected thereby.

- b. All the work materials and equipment to be incorporated therein whether in storage on or off site; and including trees, shrubs, lawns, walks, pavements, facilities not designated for removal, relocation or replacement in the course of construction.
- B. Each Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.
- C. Each Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of the site and nearby homes and facilities shall be reduced to a minimum
- D. It shall be the responsibility of each Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.
- E. Each Contractor shall clean up the site daily and keep the site free of debris, refuse, rubbish, and scrap materials. The site shall be kept in a neat and orderly fashion. Before the termination of the contract, each Contractor shall remove all surplus materials, falsework, temporary fences, temporary structures, including foundations thereof.
- F. Each Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary of Contracts: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

1.06 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.07 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.

- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7329
CUTTING AND PATCHING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. Summary of Contract: Section 01 1000.
- B. Cutting and patching covers adjustment to, and necessary reworking of, elements of construction in existing work. The following definitions for cutting and patching apply to this Contract.
 - 1. Cutting: Physical modification of existing construction work, or removal of existing materials.
 - 2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing and patching.
- C. Execute cutting, fitting, or patching of work, required to:
 - 1. Install specified work in existing construction.
 - 2. Remove existing construction.
 - 3. Provide equipment, labor, and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors, and ceilings. Patching must match adjacent material and finish.
- D. Coordination
 - 1. Coordinate the Work to minimize cutting and patching.
- E. In addition to Contract requirements, upon written instructions of Engineer:
 - 1. Uncover work to provide for Engineer's observation of covered work.
 - 2. Remove samples of installed materials for testing.
- F. Do not endanger work by cutting or altering work or any part of it.

1.02 SUBMITTALS

- A. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to Engineer, including:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
- B. Submit written notice to Engineer designating time work will be uncovered, to provide for observation.

1.03 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional service of Engineer will be paid for by the party responsible for ill-timed, rejected, or non-conforming work.

PART 2 – PRODUCTS

2.01 MATERIALS FOR REPLACEMENT OF WORK REMOVED

- A. Comply with specifications for type of work to be done.
- B. Match existing adjoining materials.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Inspect existing condition of work including elements subject to movement or damage during removal of adjacent materials.

3.02 PREPARATION

- A. Prior to Cutting
 - 1. Provide shoring, bracing, and support as required to maintain structural integrity of project.
 - 2. Provide protection for materials on adjacent surfaces.
 - 3. Provide protection when work will be exposed to the elements.

3.03 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Restore work that has been cut or removed. Provide new products to complete work in accordance with requirements of Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous Surfaces: To nearest intersections.
 - 2. Assembly: Entire refinishing.
- D. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit, and other pen-etrating items are removed.

END OF SECTION

SECTION 01 7330
SELECTIVE REMOVALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.02 DESCRIPTION OF WORK:

- A. Location of selective removal work is indicated on drawings only in a general manner and it is not all inclusive in the overall scope of removal work. The Contractor shall provide all inclusive removals required for new and renovated work.
 - 1. The Contractor will be responsible for all related removals and re-work of the existing systems, as required for new work.

1.03 SUMMARY

- A. This Section includes but is not limited to the following:
 - 1. Demolition and removals of selected portions of a building or structure.
 - 2. Repair procedures for selective removals operations.
 - 3. Patching of all areas of cutting and removals.

1.04 RELATED SECTIONS

- A. Section 01 4000 - Quality Requirements: Testing and inspection procedures
- B. Section 01 5000 - Temporary Facilities and Controls
- C. Section 01 7419 - Construction Waste Management and Disposal

1.05 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
 - 1. Protect construction indicated to remain against damage and soiling during selective removals.
- C. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished shall become Contractor's property and shall be removed from the Project site.
- D. Removal and Reinstall: Each item from existing construction, prepare them for reuse, and reinstall them where indicated.

1.06 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of selective removals Activities: Indicate the following:
 - 1. Detailed sequence of selective removals and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.07 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective removals. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 3000 "Administrative Requirements". Review methods and procedures related to selective removals, including, but not limited to the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.
3. Review and finalize selective removals schedule and verify availability of materials, demolitions, personnel equipment and facilities needed to make progress and avoid delays.

1.08 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective removals area. Conduct selective removals so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 2. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
- C. Hazardous Materials: Hazardous materials are present in building. A report on the presence of hazardous materials is attached. Examine report to become aware of locations where hazardous materials are present.
 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

1.09 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective removals, by methods and with materials so as not to void existing warranties.
 1. Existing roofing is under warranty. Remove material by sub contractors authorized and approved by manufacturer.

PART 2 - PRODUCTS

2.01 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 2. Use materials whose installed performance equals or surpasses that of existing materials.
 3. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective removals required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.02 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective removals and debris removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- E. Provide protection to ensure safe passage of people around selective removals area and to and from occupied portions of building.

- F. Provide temporary weather protection, during interval between selective removals of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- G. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective removals operations.
- H. Cover and protect furniture, furnishings, and equipment that have not been removed.
- I. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- J. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- K. The following procedures shall be followed when door, frames, flooring and roofing are removed and do not contain asbestos:
 - 1. Asbestos and lead containing material shall be removed as per asbestos and lead abatement sections of the specifications.
 - 2. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
 - 3. Windows directly below, above and adjacent to the work area shall be closed.
 - 4. Provide tarps on the floor of the space to catch all dust, debris etc are being removed
 - 5. All existing casework, furniture, books, computers and similar shall be provided one layer of six mil plastic.
 - 6. All air vents in the room shall be closed and/or shut off and sealed.
 - 7. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
 - 8. All moveable objects will be moved from the room by the Owner. The Contractor shall cover floor with a drop cloth or similar protection approved by the Architect..
 - 9. Contractor shall provide labor for daily cleanup on the interior and exterior of the building as required or directed by the Owner's Representative. Any visible debris shall be removed on a daily basis. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.
 - 10. All debris disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 50 00 "Temporary Facilities" for containers required.
 - 11. At completion of the work in each area the area shall be HEPA vacuumed and wet wiped.
 - 12. All corridors used by Contractors shall be protected and mopped and left clean daily

3.03 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- B. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- D. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective removals operations. Return adjacent areas to condition existing before selective removals operations began.

3.04 SELECTIVE REMOVALS

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Locate selective removals equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 2. Dispose of demolished items and materials promptly.

3. Existing Facilities: Comply with Owner's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective removals operations.
4. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective removals. When permitted by Architect, items may be removed to a suitable, protected storage location during selective removals, cleaned, and reinstalled in their original locations after selective removals operations are complete.
5. Roofing: Remove no more existing roofing than can be covered in one day by new roofing. Refer to applicable Division 7 Section for roofing requirements.

3.05 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective removals operations.
 1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 2. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
 3. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
 4. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.07 CLEANING

- A. Sweep the building broom clean on completion of selective removals operation.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 6. Fluorescent lamps (light bulbs).
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.

7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 – PRODUCTS – NOT USED A

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Engineer.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Pre-bid meeting.
 2. Pre-construction meeting.
 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 1. Provide containers as required.
 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

2.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

2.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

2.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 04 0100
MASONRY MAINTENANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Remove and restore exterior masonry where new cap flashings are being installed.
2. Prepare and repoint mortar joints.
3. Clean and prepare the joints, and then install new sealant in masonry coping and facade joints.
4. Install clear water repellant on masonry that was repointed, repaired or rebuilt – and the entire chimney.
5. Remove and reset loose bricks and concrete masonry units under roof edge blocking.
6. Fill hollow core masonry units under roof edge blocking with mortar prior to installing the blocking - the blocking is specified elsewhere.

B. Related Requirements

- | | |
|---------------------------------------|-------------------|
| 1. Carpentry | - Section 06 1000 |
| 2. EPDM Roofing | - Section 07 5323 |
| 3. Sheet Metal Flashing & Specialties | - Section 07 6200 |
| 4. Roof Accessories | - Section 07 7200 |

1.3 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.
 - a. The Installer shall directly employ the personnel performing the work of this section.
 - b. The Installer shall have a supervisor in the work area when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 1. Submit the Supervisor's resume upon request.
2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles of this project, which may be observed by representatives of the Owner:

- a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.
 - b. Submit the reference list upon request.
- B. Material Quality: Obtain each material component from a single source to ensure consistent quality, color, pattern, and texture.
- C. Pre-construction conference: Attend the pre-construction meeting and discuss the following:
 1. How and when masonry work will be performed.
 2. How the masonry work will be coordinated with other work.
 3. How roof & building surfaces will be protected, and how the building will be kept watertight as masonry work progresses.
 4. Weather to anticipate during construction.
 5. The availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
 6. A schedule for Manufacturer and Architect inspections.

1.4 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any other work on site:
 1. A pre-work site and building inspection report with photos, to document conditions before any other work starts on site.
 2. Manufacturer's technical literature for all materials.
 3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.
 4. Samples to show sizes, grade and color, prior to mock-up erection, of each new exposed masonry material. Include the full range of colors and textures needed in the samples.
 - a. Bricks: four samples of solid colors, twelve samples of blended colors.
 - b. Mortar: four 6 inch long 1/2 inch wide strips set in metal or plastic channels.
 - c. Anchors: four pieces of each type of anchor.
- B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.
 1. Submittals shall be prepared and made by the firm that will perform the actual work.
 2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
 2. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders.
- C. Payment requisitions will not be processed until all submittals are received and approved.

1.5 JOB MOCK UPS

- A. Prepare mock-ups of masonry work in actual job locations.

1. For brick rebuilding - provide 4 foot long mockups.
 2. For repointing - provide 2 foot square mockups to show how the joints will be cut, and 2 foot square mockups to show new pointing.
 3. For sealant joints - provide 2 foot long mockups to show how the joints will be prepared, and 2 foot long mockups to show new backer rod and sealant.
- B. Construct each mock up with its associated roof and wall flashings, to show the following:
1. The color, size and type of each masonry unit and mortar used to set it.
 2. Workmanship quality.
 3. The size and spacing of weep inserts.
 4. Flashings built into the masonry.
 5. Related materials and their installation techniques to fully establish a quality standard for the work.
- C. Mock-ups shall be constructed to establish the minimum acceptable standard of materials and workmanship, and to assure that completed work which matches the mock ups will be fully functional and serve the purpose for which it was designed.
- D. Approved mock-ups may be left in place and incorporated into the permanent installation. Rejected mock-ups shall be removed and replaced until an acceptable mock up is approved.
- E. Do not proceed with masonry work until mock-ups are installed, inspected and approved in writing.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Carefully pack, handle, and ship masonry units and accessories in suitable packs or pallets or in heavy cartons.
- B. Deliver material to the site in the Manufacturer's original and unopened containers and packaging, bearing labels which identify the types and names of the products and Manufacturers. Unload and handle to prevent chipping and breakage.
- C. Protect masonry materials and aggregates during storage and construction from excess wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.
- D. Protect grout, mortar and cement products from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Protect liquid components from freezing.
- E. Do not overload the structure when storing materials on the roof.
- F. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.7 GUARANTEE

- A. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:
1. Defects include but are not limited to the following: leakage, delamination, lifting, loosening, splitting, cracking, joint separation and movement.
 2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as guaranteed at his own expense:

3. Guarantee coverage shall include removing and replacing items installed as part of the original work, if removal is needed to make repairs.
- B. Provide one Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.
- C. The Guarantee shall take effect no more than 30 days before the satisfactory completion of all punch list work.
- D. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five years of the Contractor’s Guarantee.

1.8 JOB CONDITIONS

- A. Perform masonry work only when the air temperature is 40 degrees F and above and will remain so until the masonry has dried, but for not less than 72 hours after work ends.
 - B. Erect temporary covers over pedestrian walkways and at building entrances and exits which will remain active as the work progresses.
 - C. Prevent mortar from staining the face of surrounding masonry and other building surfaces; immediately remove any which falls or spills. Protect sills, ledges and projections from mortar droppings.
 - D. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.
 - E. Coordinate masonry removal and restoration with the installation of new flashings.
 - F. Prevent masonry work from rapid drying during hot weather. Use burlap to shield fresh masonry from direct sunlight, and mist fresh masonry with potable water so it cures slowly for at least 72 hours.
1. Remove and replace any new masonry that develops shrinkage cracks, or isn’t bonded well to adjoining masonry.

PART 2 - PRODUCTS

2.1 MASONRY UNITS

- A. Face Brick: Severe weather (SW) grade face brick and accessories, including special bricks for lintels, arches, corners, and other special conditions, to match the color, surface texture, shape and size of existing bricks.

2.2 MORTAR

- A. General Construction Mortar:
 1. Type S, custom colored, non-staining masonry cement containing Type I Portland cement meeting ASTM C150 and Type S hydrated lime meeting ASTM C207.
 2. Natural or manufactured sand aggregate selected to match the size, texture, graduation and color of the existing mortar aggregate, meeting ASTM C 144.

3. Clean potable water, free of oils, acids, alkalis and organic matter.

B. Pointing Mortar:

1. Factory blended Type N masonry cement, aggregate and custom coloring agent, ready to use when mixed with clean potable water, as supplied by Spec-Mix.

2.3 MISCELLANEOUS MATERIALS

- A. Anchors: Fabricated from Type 304 stainless steel to match existing.
- B. Reinforcement Bar: minimum #4 epoxy coated steel rebar, with factory formed ridges.
- C. Sealant: High performance, solvent free, formulated and moisture curing silyl-terminated polyether sealant, ASTM C-920, Type S, Grade NS, Class 25, NovaLink construction sealant by ChemLink, color as selected.
- D. Backer Rod: Closed cell polyethylene foam, non-absorbent, compressible, chemically inert rod.
- E. Masonry Water Repellent: Cloudy odorless water-based penetrating liquid, UV stable, alkali resistant, translucent floural carbon emulsion, containing no volatile organic compounds: Cathedral Stone Products, Inc. R-97 Water Repellent.
- F. Weep Inserts: Full height head joint inserts formed of a polypropylene honey comb, three-eighths inch thick, Hohmann & Barnard, Inc. #QV Quadro-Vent.

PART 3 - EXECUTION

3.1 GENERAL

- A. Carefully perform work so the structural integrity of masonry adjoining the work is preserved. Simultaneously remove only limited sections of existing masonry; support and protect masonry remaining next to and above the removal areas.
- B. Completely remove and replace any existing masonry that moves, or if cracks form in the mortar joints between the masonry units, or within the masonry units.
- C. Cure all mortar by misting it with potable water to maintain it in a damp condition for not less than 72 hours. Shield fresh mortar from direct sunlight with wet burlap, and prevent fresh mortar from prematurely drying during the curing period. Remove and replace mortar joints that dry pre-maturely.
- D. Cut and remove existing masonry using hand and machine methods. Equip each cutting machine with a separate dedicated vacuum and manufacturer's blade guard vacuum attachment, and control the amount of dust produced so there are no visible plumes. Comply with OSHA crystalline silica standards for construction.
- E. Do not overcut brick head joints and allow the blade to nick the bricks; remove and replace bricks damaged during the cutting and repointing preparation process at no cost to the Owner.

3.2 MORTAR MIXES

- A. Measurement and Mixing:

1. Measure general construction mortar materials when dry by volume using a pail or similar container. Do not measure with a shovel.
 - a. Mix mortar using 1 part mortar cement and 3 parts sand aggregate.
 - b. Thoroughly mix cement and aggregate in a clean mechanical batch mixer before adding water; then continue mixing and add only enough water to produce a workable mix.
 - c. Do not mix mortar by hand.
 2. Mix factory blended pointing mortar in a clean mechanical batch mixer, adding only enough water to produce a workable mix.
 - a. Do not mix mortar by hand.
 3. Use mortar within 45 minutes of final mixing; do not re-temper or use partially hardened material.
- B. Mix and install mortar with the same ingredients used to produce the approved mock-up. Do not adjust the color or proportions without written approval. Do not use admixtures of any kind in the mortar unless specifically approved.

3.3 BRICK REMOVAL AND REPLACEMENT

- A. Simultaneously remove only limited sections of existing brick masonry; support and protect masonry remaining next to and above the removal areas.
- B. Carefully remove bricks on a piece-by-piece basis. Cut out full units from joint to joint and to permit replacement with full size units. Clean the edges of the remaining bricks, to remove all mortar, dust, and loose debris in preparation for rebuilding.
- C. Install new cap flashings and wall flashing extensions, properly lapped under and connected to the existing wall flashings, as indicated on the drawings and specified elsewhere, before installing new bricks. Install the flashings so a full wythe of new brick will fit flush with the existing wall surface.
- D. Wet bricks which have initial rates of absorption (suction) greater than 30 grams per 30 square inches per minute, (in accordance with ASTM C 67), to ensure the bricks are nearly saturated with water, but surface dry when laid.
- E. Install new brick to replace removed brick. Fit replacement bricks to match the original bond and course pattern. Use a motor driven diamond blade wet saw to cut bricks with clean, sharp unchipped edges.
- F. Lay replacement brick with completely filled bed, head and collar joints. Butter the ends with sufficient mortar to fill the head joints and shove the bricks into place.
- G. Install new bricks with mortar joints to match the width of the adjoining brick joints. Tool the new joints to match existing joints in surrounding brickwork.
- H. Do not cut off the backs of the new bricks if a full wythe of brick doesn't fit. Notify the Architect and obtain his direction before proceeding further.

3.4 REPOINTING EXISTING MASONRY

- A. Joint Preparation:
 1. Remove existing mortar and foreign material from the mortar joints to a minimum depth of 1 inch, and deeper where needed to expose sound unweathered mortar.

2. Remove mortar from the sides of the joints to provide joints with square backs and to expose the masonry for contact with the pointing mortar. Brush or vacuum the joints to remove dirt and loose debris.
3. Remove mortar and other foreign material from the surface of masonry adjacent to the joint.
4. Do not spall the edges of adjacent masonry or widen the joints. Replace any masonry which is damaged.

B. Joint Pointing:

1. Rinse the joint surfaces with water to remove dust and mortar particles just prior to repointing. Time the rinse, so when repointing occurs, excess water has evaporated and the existing masonry is damp but free of standing water.
2. Apply pointing mortar in 1/2 inch thick layers, and thoroughly compact each layer before adding the next layer, to completely fill each joint.
3. Slightly recess pointing mortar from the face of the adjacent masonry units. Do not spread mortar on the edges or faces of the masonry. Do not featheredge the mortar.
4. Tool repointed joints when the mortar is thumbprint hard. Remove excess mortar from the edges of the joints with a soft bristle brush.

C. Cleaning:

1. Immediately after the mortar has fully hardened, thoroughly clean masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water.
2. Do not use metal scrapers or brushes. Do not use acid or alkali cleaning agents. Do not pressure-wash the masonry or new pointing mortar.

3.5 SEALANT JOINTS

- A. Carefully remove existing sealant and back up material from within the joints to a minimum depth of 1-1/2 inches, and from the surface of adjoining masonry at the edges of the joints.
 1. Use hand tools and work to avoid damage to adjoining masonry.
 2. Replace adjoining masonry damaged during sealant removal work.
- B. Install new backer rod without puncturing or tearing it, to snugly fill the joint at a depth to yield a sealant joint twice as wide as it is deep.
 1. Do not twist backer rods, or install multiple pieces of undersized rod, when the correct size rod is not onsite.
- C. Mask the edges of all joints prior to installing sealant.
 1. Push sealant into the joint to completely fill it, tool the sealant to produce a slightly concave, neat recessed joint, and remove joint masking before excess sealant sets.

3.6 WATER REPELLENT

- A. Prepare and clean masonry surfaces to receive water repellent utilizing hand, chemical and pressure water methods as needed to remove all dirt, dust, efflorescence, mold, salt, grease, oil, asphalt, laitance, paint and other foreign materials.
- B. Allow the masonry surfaces to dry for a minimum of 48 hours at a temperature above 50° F.
- C. Mask and protect adjoining surfaces i.e., the roof, flashings, windows, side walls and site plantings from over spray.
- D. Apply two coats of water repellent using a low pressure (15-20 psi maximum) wet fan type nozzle or 1 inch nap roller in a “flooding” application, to thoroughly saturate the masonry, starting at the bottom so the material runs 6 to 8 inches below the points of application.
 - 1. Apply the second coat of water repellent about 10 minutes after the first coat, and as soon as the first coat has soaked into the masonry, but before the first coat dries.

3.7 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren’t documented in the Contractor’s report, or repaired to the Owners satisfaction at the Contractor’s expense.
- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather - which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.
- F. Carefully and thoroughly clean the entire roof to remove all residual debris when all work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

END OF SECTION

SECTION 06 1000
CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and notes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

- 1. Roof related wood nailers, blocking, shims and plywood.
- 2. Light gauge metal framing.
- 3. Re-secure existing roof related blocking; remove and separate multiple layers of blocking, and secure each layer individually.

- B. Related Requirements

- 1. Masonry Maintenance - Section 04 0100
- 2. EPDM Roofing - Section 07 5323
- 3. Sheet Metal Flashing & Specialties - Section 07 6200
- 4. Roof Accessories - Section 07 7200

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:

- 1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.
 - a. The Installer shall directly employ the personnel performing the work of this section.
 - b. The Installer shall have a supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 - 1. Submit the supervisor's resume upon request.
- 2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.
 - b. Submit the reference list upon request.

- B. Material Quality: Obtain each material component from a single source to ensure consistent quality, color, pattern, and texture.
- C. Pre-Construction Conference: Attend the pre-construction meeting and discuss how and when carpentry work will be performed and coordinated with other work, and how the building will be kept watertight as work occurs.

1.4 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:
 - 1. A pre-work site and building inspection report with photos, to document conditions before work starts on site.
 - 2. Manufacturer's technical literature for all materials.
 - 3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.
 - 4. 2 foot long on-site samples which show the size, shape, configuration and method of fastening for all wood blocking assemblies, and which show how the blocking assemblies will relate to and fit on adjoining work.
- B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.
 - 1. Submittals shall be prepared and made by the firm that will perform the actual work.
 - 2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
- C. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders.
- D. Payment requisitions will not be processed until all submittals are received and approved.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store materials dry at all times. Cover with tarps and protect against exposure to weather and contact with damp or wet surfaces.
- B. Do not overload the structure when storing material on the roof.
- C. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.
- D. Do not overload the structure when storing materials on the roof.

1.6 GUARANTEE

- A. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, delamination, lifting, loosening, splitting, cracking, joint separation and movement.
 2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as guaranteed at his own expense:
 3. Guarantee coverage shall include removing and replacing items installed as part of the original work, if removal is needed to make repairs.
- B. Provide one Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.
- C. The Guarantee shall take effect no more than 30 days before the satisfactory completion of all punch list work.
- D. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five years of the Contractor’s Guarantee.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. WOOD, including shims, nailers, blocking, furring and similar members, in the sizes indicated, worked into the shapes shown, and as follows:
1. Lumber: Douglas Fir dimension lumber, free of large knots and other imperfections.
 2. Plywood: Exterior grade APA rated Type CDX underlayment plywood.
 3. Structural framing: # 2 or better Douglas Fir dimension lumber, free of large knots and other imperfections.
 4. Beveled Siding: Utility grade cedar, redwood, or synthetic siding, 1/2 inch by 6 inches and 3/4 inch by 10 inches wide, tapered to 1/8 inch thick.
- B. METAL, including light gauge metal channel and stud sections factory formed of minimum 24 gauge cold rolled galvanized steel.

2.2 FASTENERS

- A. Hot dipped galvanized steel, stainless steel, or steel covered with a proprietary rust inhibiting coating.
1. Do not use un-coated steel nails. Remove and replace carpentry components installed with un-coated steel nails.
- B. Use screws wherever possible, minimum size diameter #12. If nails are used they shall be annular ring shank type.
1. Do not use dry wall screws to secure wood blocking assemblies. Remove and replace carpentry components installed with drywall screws.

2.3 CARPENTRY ACCESSORIES

- A. Gypsum board & related accessories: 5/8 inch thick Type X Firecode gypsum board, galvanized drywall screws, asbestos free factory pre-mixed joint compound, joint tape, and galvanized steel J, L and corner beads.
- B. Fiberglass batt insulation: un-faced fiberglass insulation, minimum thickness 6 inches, and as needed to fill the wall cavities.
- C. Rockwool batt insulation: un-faced blown fiber insulation, minimum thickness 6 inches, and as needed to fill the expansion joints.

PART 3 - EXECUTION

3.1 INSTALLATION – GENERAL

- A. Coordinate carpentry work with the installation of the roofing system, insulation, flashings, and other similar items.
- B. Shim and set carpentry work plumb and true, except provide slope at the top surfaces of horizontal members as indicated.
- C. Stagger joints in built up assemblies at least 2 feet to obtain maximum strength. Provide the shapes needed and adjust wood blocking to suit the existing conditions and achieve full bearing and secure attachment. Discard defective material, and pieces which are too small, and fabricate the work with a minimum of joints and an optimum joint arrangement.
- D. Securely attach carpentry work to resist a force of 275 pounds per lineal foot in any direction. Countersink all fasteners flush unless otherwise shown.
- E. Space fasteners to achieve adequate holding power, and generally 12 inches apart.
 - 1. Space nails in wood blocking 8 inches apart.
 - 2. Install two rows of fasteners on blocking wider than 5 inches.
- F. Fit carpentry work neatly scribed and cut to fit within 1/8 inch of adjoining materials. Position furring, nailers, blocking, shims and similar supports for the proper attachment of subsequent work.
- G. Fasten wood blocking to underlying steel members at gypsum and structural wood fiber deck areas, with self tapping screws. Pre-drill holes in the steel members or utilize self drilling/tapping screws.
- H. Fasten wood and metal blocking assemblies to metal decks with #12 screws.
- I. Fasten wood and metal blocking assemblies to concrete decks and masonry walls with 1/4 inch diameter Spike or Drive fasteners. Pre-drill the holes.

3.2 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any pre-existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't documented in the Contractor's report, or repaired to the Owners satisfaction at the Contractor's expense.

- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather - which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.
- F. Carefully and thoroughly clean the entire roof to remove all residual debris when all work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

END OF SECTION

SECTION 07 5323
EPDM ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:
 - 1. Inspect the underside of the roof deck before starting work, and periodically each day as work occurs, to determine if there are conduits, pipes, ceiling hangers or fixtures next to the deck or fastened to the deck that could be affected as roof work occurs.
 - a. Perform roof work so any conduits, pipes, ceiling hangers or fixtures are not disturbed.
 - b. Replace and reset any conduits, pipes, ceiling hangers or fixtures that are affected by the work.
 - 2. Remove and dispose of existing gravel surfacing, roofing, insulation, the vapor barrier, underlayment, wood blocking, and flashing.
 - a. Clean all residual material from the surface of the decks, and from within the flutes of the steel decks.
 - b. The work may include removing asbestos containing roofing materials. Refer to the asbestos abatement specification for additional information and asbestos removal requirements.
 - 3. Install a new fully adhered unreinforced 60 mil thick EPDM roofing system, including insulation, a cover board, flashing, stripping and related accessories.
 - 4. Provide miscellaneous mechanical, electrical, hoisting and other work needed, and remove, adjust, modify, reset and reconnect all roof-mounted and roof-penetrating equipment.
 - 5. Install new flashings at the roof drains, and all roof-mounted and roof-penetrating equipment.
 - 6. Disconnect and remove abandoned mechanical equipment and curbs, and infill the roof deck.
 - 7. Refasten loose sections of the roof decks as Base Bid work.
 - 8. Replace deteriorated portions of existing deck in accordance with the Unit Prices.
 - 9. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.
- B. Related Requirements
 - 1. Masonry Maintenance - Section 04 0100

- | | | |
|----|------------------------------------|-------------------|
| 2. | Carpentry | - Section 06 1000 |
| 3. | Sheet Metal Flashing & Specialties | - Section 07 6200 |
| 4. | Roof Accessories | - Section 07 7200 |

1.3 CODE APPROVAL REQUIREMENTS

- A. Install roofing and insulation system components to meet the following minimum requirements:
1. New York State Uniform Fire Prevention and Building Code, which includes by reference the New York State Energy Conservation Code.
 2. Underwriters Laboratories Inc. Class A External Fire Rating for roof assemblies tested in accordance with ASTM E 108 or UL 790.
 3. Underwriters Laboratories Inc. Standard 1256 for roof assemblies with foam insulation.
 4. Minimum wind uplift pressure calculated using ASCE 7 and a safety factor of 2:
 - a. Field Zone - 75 psf
 - b. Perimeter Zones - 120 psf
 - c. Corner Zone - 180 psf
- B. Provide written certification from the roof material Manufacturer, before beginning work, to confirm the roofing system meets these requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications:
1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.
 - a. The Installer shall directly employ the personnel performing the work of this section.
 - b. The Installer shall have a supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 1. Submit the supervisor's resume upon request.
 2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design within fifty miles of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.
 - b. Submit the reference list upon request.
 3. The Installer shall be acceptable to or licensed by the Manufacturer of the primary roofing materials, and provide written certification from the Manufacturer to confirm this prior to award if requested.
- B. Material Quality: Obtain each product, including the insulation, cover board, roof and flashing sheets, and the cements, primers and adhesives from a single Manufacturer which has manufactured the same products in the United States of America for not less than 5 continuous years.

- C. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.

1.5 PRE-CONSTRUCTION CONFERENCE

- A. Meet at the project site approximately two weeks prior to starting work, with the Architect, Owner and other representatives to discuss the following:
 - 1. How the building will be kept watertight as old roofing is removed and the work progresses.
 - 2. How new roofing will be coordinated with the installation of the vapor barrier, thermal barrier, insulation, cover board, flashings and other items to provide a watertight installation.
 - 3. Generally accepted industry practice and the Manufacturer's instructions for handling and installing his products.
 - 4. The condition of the substrate (deck), curbs, penetrations and other preparatory work needed.
 - 5. Incomplete submittals; note that progress payments will be not processed until all submittals are received and approved.
 - 6. The construction schedule, weather forecast, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
 - 7. A schedule for Manufacturer and Architect inspections.

1.6 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:
 - 1. A pre-work site and building inspection report with photos to document conditions before work starts.
 - 2. Written certification from the Manufacturer which states that the Installer is acceptable or licensed to install the specified roofing; if not previously provided.
 - 3. Manufacturer's technical literature for all materials.
 - 4. Samples of the Contractor's Guarantee and Manufacturer's warranty forms.
 - 5. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.
- B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.
 - 1. Submittals shall be prepared and made by the firm that will perform the actual work.
 - 2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
- C. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders.
- D. Payment requisitions will not be processed until all submittals are received and approved.

1.7 JOB CONDITIONS (CAUTIONS & WARNINGS)

- A. Do not use oil or solvent based roof cement with EPDM roofing. Do not allow waste products, (petroleum grease or oil, solvents, vegetable or mineral oil, animal fat) or direct steam venting to come in contact with any roofing, insulation or flashing product. Do not expose EPDM roofing and accessories to a temperature in excess of 175 degrees Fahrenheit.
- B. Splice cleaner, primer, cements and bonding adhesives are flammable. Do not breathe vapors or use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed safety can or the Manufacturer's original container.
- C. Remove empty adhesive, cleaner and solvent containers and contaminated rags from the roof and legally dispose of them daily.
- D. Do not apply primer, cleaners or adhesives next to ventilation system louvers or windows. Temporarily cover the louvers and windows with 6 mil fire retardant polyethylene and prevent odors from entering the building. Remove temporary covers at the end of each work day.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,
- B. Cover all stored materials, except sealed cans of adhesives, with watertight tarpaulins installed immediately upon delivery.
- C. Immediately remove insulation which gets wet from the job site.
- D. Store and install all material within the Manufacturer's recommended temperature range.
- E. Do not overload the structure when storing materials on the roof.
- F. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.9 GUARANTEE AND WARRANTY

- A. Provide a written Manufacturer's Full System Warranty which warrants that the roofing system, including the insulation, cover board, EPDM roofing and flashings, will remain in a watertight condition for twenty years beginning upon Final Completion.
 - 1. Guarantee coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.
 - 2. Guarantee coverage shall have no dollar value limit.
- B. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:
 - 1. Defects include but are not limited to the following: leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, joint separation, movement and undue expansion or shrinkage.

2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as guaranteed at his own expense:
 3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect guaranteed repairs.
 4. Guarantee coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.
 5. Guarantee coverage shall have no dollar value limit.
- C. Provide one Contractor's Guarantee that covers "all work performed" when a single contractor is awarded work specified in multiple Sections.
- D. The Manufacturer's Warranty and Contractors Guarantee shall take effect no more than 30 days before the completion of all punch list work.
- E. The Contractor's Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five year term of the Contractor's Guarantee.
- F. Guarantee and Warranty coverage may be cancelled, for the affected portion of the roof, if the work is damaged by winds in excess of 72 mph, by hail, lightning, insects or animals, by failure of the structural substrate, by exposure to harmful chemicals, by other trades on the roof, or by vandalism, or if the Owner fails to maintain the roof in accordance with, or makes roof alterations contrary to, the Manufacturer's printed recommendations.
1. Guarantee and Warranty coverage shall be reinstated, for the remainder of the original period; if the Owner restores the roof to the condition it was in prior to the damage occurring.

1.10 SUBSTITUTIONS

- A. The following factors will be considered when evaluating a possible alternative to the roofing system specified:
1. The wording and intent of the warranty to be issued.
 2. The financial status, numbers of years in business, and stability of the entity that will issue the warranty.
 3. A reference list of at least five completed similar projects of comparable size, with a successful functional history of at least five years, within an approximate fifty mile radius of the Project.
 4. Technical aspects of the system, especially relating to durability, serviceability and performance.
 5. The Manufacturer's ability and history providing technical support, on-site inspections and in progress assistance.
 6. The availability and experience of local authorized applicators to install and maintain the proposed alternate system.
 7. The Manufacturer's willingness and history responding to warranty claims previously made by the Owner, Architect or Consultant's involved in this project.

PART 2 - PRODUCTS

2.1 GENERAL

- A. EPDM roof system components are specified as products of Firestone Building Products Company to establish a standard of quality. Equal products and systems from Carlisle SynTec and Johns Manville will be accepted.
- B. Primary products required for this project include:
1. Roof insulation
 2. Cover board
 3. EPDM roofing
 4. Primers and adhesives
 5. Sealants
 6. EPDM flashing
 7. Fasteners

2.2 EPDM

1. Unreinforced 60 mils thick, fire retardant, EPDM (Ethylene Propylene Diene Monomer) sheet membrane conforming to the following minimum physical properties.

PROPERTY	TEST METHOD SPECIFICATION	
Color	—	Gray/Black
Tensile Strength	ASTM D-412	1305 psi min.
Elongation	ASTM D-412	300% min
Tear Strength	ASTM D-624	150 lb/in min
Ozone Resistance	ASTM D-1149	No cracks, 7 days/100 pphm/100°F/50% strain
Heat Aging	ASTM D-573	1200 psi min@ 200% elongation/4 wks/240°F
Brittleness Temperature	ASTM D-746	-49°F
Water Vapor Permanence	ASTM E-96	2.0 perm max
Thickness	ASTM D-412	60 mils plus/minus 6 mils
Fire Retardant		UL Class A

2.3 RELATED MATERIALS

- A. Cleaners, adhesives, sealants, caulking and fasteners furnished by the EPDM system Manufacturer, that comply with low VOC regulations in effect at the time of application.
1. Stripping: 90 mil thick 5 inch and 9 inch wide self adhering flashing, consisting of 45 mils of semi-cured EPDM factory laminated to 45 mils of cured seaming tape.
 2. Bonding Adhesive: High strength contact adhesive.
 3. Splice Adhesive: High strength synthetic polymer based contact cement formulated specifically to splice EPDM sheets.
 4. Lap Sealant: EPDM rubber based gun grade sealant.
 5. Water Block Seal: One component low viscosity butyl rubber sealant.
 6. Pre-Molded Pipe Flashing: Pressure sensitive prefabricated flashings with pre-applied adhesive.
 7. Pourable Sealer: Two component, solvent free polyurethane based sealant.

8. Reinforced Perimeter Fastening Strips: .030 inch thick reinforced cured EPDM.
 9. Seam Tape Primer: Synthetic rubber polymer based primer designed to clean and prime seam tape splice areas prior to installing the tape.
 10. Seam Splice Tape: Nominal 30 mil thick cured polymer self adhesive tape with release paper carrier, 6 inches wide.
 11. Plates and Bars: Galvanized and corrosion resistant specialty products.
 12. Fasteners: #14 Fluorocarbon polymer coated heavy duty screws.
- B. Gypsum Cover Board: 1/4 inch thick fire resistant gypsum board decking with inorganic glass mat facers and a water resistant core, formulated in 48 x 48 inch square edge boards, UL Class A, meeting ASTM C-1177, manufactured under the trade name Dens-Deck Prime.
- C. Insulation: Flat and tapered rigid cellular polyisocyanurate boards with fibrous felt/fiberglass mat facers, minimum compressive strength 20 psi, meeting ASTM C1289-01, Type II, Class1, Grade 2, as manufactured by Firestone under the trade name of "ISO 95+ Isocyanurate Insulation". Minimum thickness as shown on the roof plan.
1. Tapered insulation sloping 1/8 inch per foot.
 2. Crickets sloping 1/4 inch per foot.
- D. Tapered edge strips – high density isocyanurate or wood fiberboard strips installed at the drain sumps, and insulation transition points.
- E. Insulation adhesive: Two component low rise polyurethane foam adhesive, installed with a mixing extruding Pace Cart dispenser, or with a pleural heated foam rig, Firestone I.S.O. Adhesive.
1. Use insulation adhesive suitable for application at the intended application temperatures.
 2. Do not use twin cartridge "caulking gun" adhesive except on very small isolated sections of roof.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install the new roofing system in a watertight, workmanlike manner, meeting the guarantee requirements specified herein; in accordance with the drawings and in conformance with the Manufacturer's requirements, except as enhanced by the drawings and specifications.
- B. Perform work next to roof mounted mechanical equipment, so the work coincides with equipment shutdown periods and does not affect building occupants. Temporarily cover and protect equipment openings, and windows next to the work area, with 6 mil fire retardant polyethylene, so dirt, dust and odors do not enter the equipment or building. Remove covers as soon as the work is complete and at the end of each workday.
- C. Clean substrate surfaces of all laitance, dirt, oil, grease or other foreign matter.
- D. Remove debris daily and as it is generated. Do not stock-pile debris on the roof. Do not leave any debris on the roof at the end of the day. Do not overload the roof structure when moving debris.
- E. Install roof system components on dry surfaces only. Do not install any components when the weather and outside temperatures are not suitable in accordance with the Manufacturer's recommendations.

- F. Complete all work including the equipment flashings, in sequence as quickly as possible so the smallest area possible is under construction at any one time. Complete the entire area of work begun each day, the same day, and make all exposed edges watertight at the end of each day's work.
- G. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

3.2 SUBSTRATE INSPECTION

- A. Remove existing roofing, insulation, flashings, underlayment material, and the vapor barrier as indicated, and carefully check the existing deck to confirm it is to be well secured to the underlying structure and not rotted or otherwise deteriorated.
- B. Immediately notify the Architect and Owner by telephone and in writing if defects in the substrate are discovered.
- C. Maintain the building watertight in the interim, but do not install new roof system components until defects have been corrected.

3.3 DECK REPAIR

- A. Steel deck repairs:
 - 1. Remove damaged and deteriorated decking across the entire width of individual sections by a length equal to a minimum of two joist bays.
 - 2. Install new deck to match the thickness, gauge and cross section of the existing deck. New steel deck shall be galvanized.
 - 3. Fasten new decking to each joist with #10 screws spaced 6 inches on center.
 - 4. Stitch side seams of steel deck with #10 screws spaced 24 inches apart.

3.4 INSULATION AND COVER BOARD

- A. Install tapered insulation neatly cut at all miters and transitions. Do not lace corner boards.
- B. Install insulation with joints offset between rows and layers a minimum of 6 inches. Cut insulation to fit neatly at penetrations and joints. Fill any gap which is greater than 1/4 inch.
- C. Fasten the insulation only to the top flute of steel decks with screws and discs which penetrate through the deck a minimum of 3/4 inch and a maximum of 1-1/2 inches.
 - 1. Install 16 fasteners per 4 by 8 foot insulation board in the field of the roof.
 - 2. Install 28 fasteners per 4 by 8 foot insulation board in 8 foot wide perimeter zones.
 - 3. Install 32 fasteners per 4 by 8 foot insulation board in 8 foot square corner zones.
 - 4. Carefully choose the length and position of each screw to ensure the screws do not protrude through the underside of the deck where visible inside the school, and to ensure the screws do not damage conduits mounted on the underside of the deck.
 - 5. Perform pull tests using the intended fasteners, on each roof area before beginning work, and obtain the Manufacturer's written approval of the fastener that will be used.
- D. Install gypsum cover board using low rise polyurethane foam adhesive applied in accordance with the Manufacturer's recommendations and to achieve the specified minimum uplift resistance, over the

insulation with joints offset between rows and layers a minimum of 12 inches. Cut gypsum cover board to fit neatly at penetrations and joints. Fill any gap which is greater than 1/4 inch.

1. Install 1/2 inch diameter adhesive beads 12 inches on center in the field of the roof.
2. Install 1/2 inch diameter adhesive beads 6 inches on center in 8 foot wide perimeter zones.
3. Install 1/2 inch diameter adhesive beads 4 inches on center in 8 foot square corner zones.
4. Place 5 gallon pails half full of gravel or concrete on the insulation and gypsum cover boards to hold them firmly in position for at least 15 minutes while the low rise foam adhesive sets. Position the pails no more than 24 inches apart in all directions.
 - a. Cover board installed without using pails of gravel or concrete ballast shall be removed and replaced at the Contractors expense.

3.5 EPDM

- A. Place EPDM roofing on the substrate without stretching it, and allow it to relax approximately one hour – before starting to adhere it to the substrate and form the seams.
- B. Place adjoining sheets in the same manner lapping the edges to shed water.
- C. Fully adhere EPDM to the substrate with bonding adhesive as described below, or use EPDM with factory applied adhesive.
 1. Open each can of adhesive and stir it with an electric paddle mixer for at least 5 minutes before applying the adhesive. Re-stir adhesive that isn't used within two hours of initial mixing.
 2. Do not punch holes in cans of adhesive and use them in a "Better Spreader" without first opening the cans to mix them.
 3. Replace used roller covers each day; discard covers after each days use.
 4. Allow bonding adhesive to dry to the touch before joining the EPDM to the substrate.
 5. Roll the EPDM onto the dried bonding adhesive and immediately rub it vigorously with a soft bristle broom to ensure complete adhesion.
- D. EPDM installed over improperly applied adhesive or with adhesive that wasn't stirred, and roofing installed with blisters, ridges, mole runs and similar deficiencies shall be removed and replaced at the Contractor's expense. Removal shall include the insulation and cover board assembly.

3.6 SPLICING

- A. Form EPDM roof splices with 6 inch wide field applied seam tape, or with 3 inch wide factory applied seam tape.
 1. Fold the top sheet back and clean mating surfaces using clean rags with splice wash.
 2. Scrub a smooth coat of QuickPrime onto mating surfaces, with long strokes, and to obtain complete coverage, using approximately 1 gallon per 225 square feet. Do not allow the QuickPrime to glop, streak or puddle; allow it to dry to the touch before installing the seam tape.
 3. Seam tape shall be positioned so 1/8 inch minimum and 1/2 inch maximum will be exposed at the seam edge when the seam is complete.
 - a. Install 5 inch uncured EPDM stripping over any seam where the tape is exposed less than 1/8 inch or more than 1/2 inch.

4. Roll and allow the top sheet to fall freely into place without stretching or wrinkling it.
5. Pull splice tape release paper from within the seam and neatly mate the seam using hand pressure to rub the membrane together.
6. Immediately roll the splice with a 2 inch wide roller, using positive pressure, toward the outer edge of splice.

- B. Install uncured EPDM target patches with rounded corners, over all T-Seam intersections.

3.7 PERIMETER FASTENING

- A. Secure the EPDM at the perimeter of each roof level, and at eaves, penetrations, expansion joints and slope changes greater than 1 inch in 12 inches. Utilize surface applied discs or adhere the EPDM to continuous reinforced EPDM fastening strips. Secure the discs and EPDM fastening strips 12 inches on center.

3.8 FLASHINGS

- A. Utilized cured EPDM for all flashings; utilize self-curing EPDM at corners and angle changes only where required by the Manufacturer.
1. Form flashing splices, and the splice between the flashing and main roof sheet with 6 inch seam tape.
 2. Adhere the flashing to vertical surfaces with bonding adhesive.
 3. Fasten the top edge of all flashings, positioning the fasteners 12 inches on center, to be covered by a cap flashing.
- B. Install premolded pipe flashings wherever possible. Where premolded pipe flashings cannot be installed, use field wrapped flashings. Install sealant pockets as a last resort.
- C. Remove existing pipe flashings and Kennedy type couplings and extend the vent pipes to finish a minimum of 18 inches above the roof surface.
1. Extend the pipes using the same type of pipe material as the original vent pipe.
 2. Use threaded or no-hub couplings, positioned within the insulation layer to extend the pipes.

3.9 MISCELLANEOUS

- A. Provide any miscellaneous roofing, flashing, caulking, and metal work needed to leave the work complete and entirely watertight, neatly and carefully executed in a thorough and workmanlike manner.
- B. Use mechanics skilled and licensed in the trades to perform mechanical and electrical work. Provide new material, couplings, transition pieces, blocking, fasteners and the like needed to complete the work.

3.10 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any existing leak or damage, prior to performing any work on site.

- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't documented in the Contractor's report, or repaired to the Owners satisfaction at the Contractor's expense.
- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather - which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.
- F. Carefully and thoroughly clean the entire roof to remove all residual debris when all work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

3.11 ROOF INSPECTIONS BY MANUFACTURER

- A. Arrange for the roofing Manufacturer, or his authorized representative, to make a minimum of five inspections in accordance with the following schedule and submit a written report of each inspection to the Architect.
 - 1. First inspection during the first two days of new roof installation.
 - 2. Second inspection when roofing is approximately one third complete.
 - 3. Third inspection when roofing is approximately two thirds complete.
 - 4. Fourth inspection when all roofing and flashings are installed.
 - 5. Final inspection at the completion of all work.
- B. Provide 48 hours advance written notice to the Architect, so he may have a representative attend the inspections.
- C. Submit the inspection reports within one week following each inspection.
 - 1. Payment requisitions will not be reviewed nor approved until the inspection reports are received.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHINGS & SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

- 1. Sheet metal work that is compatible with the roofing systems specified, including cap and through wall flashings, hook strips, fascia, drip edges, gravel stops, factory fabricated roof edge systems, copings and miscellaneous flashings.

- B. Related Requirements

- 1. Masonry Maintenance - Section 04 0100
 - 2. Carpentry - Section 06 1000
 - 3. EPDM Roofing - Section 07 5323
 - 4. Roof Accessories - Section 07 7200

1.3 CODE APPROVAL REQUIREMENTS

- A. Fabricate and install roof perimeter flashings that comply with the NY State Uniform Fire Prevention and Building Code and with ANSI/SPRI ES-1 "Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems" requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications:

- 1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.
 - a. The Installer shall directly employ the personnel performing the work of this section.
 - b. The Installer shall have a full time supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 - 1. Submit the supervisor's resume upon request.
 - 2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within a fifty miles of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.

- b. Submit the reference list upon request.
- B. Material Quality:
 - 1. Obtain each product from a single Manufacturer which has manufactured the same product in the United States of America for not less than 5 continuous years.
 - 2. Obtain copper and pre-finished sheet metal items from the same mill run to maintain consistent color hue and surface finish.
- C. Pre-Construction Conference: Meet at the project site between one and two weeks prior to starting work, with the Architect, Owner and other representatives concerned about the work, to discuss the following:
 - 1. How the building will be kept watertight as work progresses.
 - 2. How sheet metal work will be coordinated with the installation of the vapor barrier, thermal barrier, insulation, cover board, roofing, flashings, roof accessories and other items to provide a watertight installation.
 - 3. Generally accepted industry practice and the Manufacturer's instructions for handling and installing his products.
 - 4. The condition of the substrate, curbs, penetrations and other preparatory work needed.
 - 5. Incomplete submittals; note that progress payments will not be processed until all submittals are received and approved.
 - 6. The construction schedule, weather forecast, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
 - 7. A schedule for Manufacturer and Architect inspections.

1.5 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:
 - 1. A pre-work site and building inspection report with photos to document conditions before work starts.
 - 2. Manufacturer's technical literature for all materials.
 - 3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.
 - 4. 2 foot long samples, for each sheet metal item, to show how it relates and fits on adjoining masonry and wood blocking assemblies, and with the roof, stripping, and flashings.
 - 5. 6 inch square pieces of each type of sheet metal to show surface finish, texture and color.
 - 6. A sample of the Contractor's guarantee form.
- B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.
 2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
- C. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders.
- D. Payment requisitions will not be processed until all submittals are received and approved.

1.6 JOB MOCK-UPS

- A. After the submittals are approved, prepare in actual job locations, mock-ups of cap and through wall flashings, hook strips, drip edges, fascia, gravel stops, factory fabricated roof edge systems, copings, and all other items of sheet metal and related work, for inspection and approval by the Architect.
- B. Construct each mock-up of two full lengths of metal, fastened, connected and stripped-in to the related roofing system, to show the following:
1. Type, gauge, color, cross-sectional dimensions and shape, and joint and mitering techniques.
 2. Related masonry work, wood blocking, and the attachment techniques and fasteners for all wood and metal components.
 3. Other sheet metal related materials and their installation techniques to fully define the detailing of each mock-up.
- C. Mock-ups shall be constructed to establish the minimum standard of materials and workmanship, and to assure that completed work which matches the mock-ups will be fully functional and serve the purpose for it has been designed.
- D. Approved mock-ups may be left in place and incorporated into the permanent installation. Rejected mock-ups shall be removed and replaced until an acceptable mock-up is approved.
- E. Do not purchase or fabricate sheet metal items until mock-up installation, inspection and approval are completed and approval is documented in writing.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,
- B. Cover all stored materials with watertight tarpaulins installed immediately upon delivery.
- C. Do not overload the structure when storing materials on the roof.
- D. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.8 GUARANTEE

- A. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:
 - 1. Defects include but are not limited to the following: peeling paint, leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, and undue expansion.
 - 2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as warranted at his own expense.
 - 3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect guaranteed repairs.
 - 4. Guarantee coverage shall have no dollar limit.
- B. Provide one Contractor's Guarantee that covers "all work performed" when a single contractor is awarded work specified in multiple Sections.
- C. The Guarantee coverage shall take affect no more than 30 days before the completion of all punch list work.
- D. The Contractor's Surety Company may add a rider to the Performance Bond which clarifies that Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five years of the Contractor's Guarantee.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Copper sheet: ASTM B370, 99.0 % pure copper, thickness 16 ounces per square foot. Use copper for all metal items not otherwise indicated
- B. Zinc-Tin coated copper: copper sheet, coated on both sides, with a smooth uniform coating of zinc and tin, base metal weight 16 ounces per square foot, cold rolled temper, available as FreedomGray Copper by Revere.
- C. Solder:
 - 1. 50-50 tin and lead for plain copper, supplied in one pound bars with the alloy mixture stamped into the bar by the Manufacturer.
 - 2. Lead free / or pure tin solder for zinc-tin coated copper, Number 497 by Johnson Manufacturing.
- D. Flux:
 - 1. Water-Soluble Liquid Flux, Kester #3345 for iron soldering of brass and copper.
 - 2. Tin-bearing flux such as "Flux-N-Solder E127 with pure tin" by Johnson Manufacturing.
- E. Aluminum fascias, hook strips, gravel stops and miscellaneous trim: #3105-H14 alloy aluminum, minimum thickness .040 inches unless otherwise indicated, factory finished with a Fluoropolymer Kynar 500 finish, color as selected by the Architect, from the full range of custom and standard colors.
- F. Factory Fabricated Roof Edge System: Extruded aluminum anchor bars secured with #9 stainless steel screws spaced 12 inches on center and .050 inch thick Kynar 500 prefinished aluminum trim covers, independently tested to comply with the ANSI / SPRI ES-1 Wind Design Guide, provided by the roofing membrane manufacturer.
- G. Fasteners: fabricated of stainless steel, or material that matches the sheet metal being fastened.

- H. Underlayment: one ply of high temperature ice & water shield and one ply of 5 pound rosin paper.
- I. Glass Cloth: open mesh glass fabric coated on each side with plasticized asphalt as manufactured by Karnak Corporation or equal.
- J. Asphalt cement: Federal Specification SS-C-153B, Type 1, asbestos free grade.
- K. Sealant: High performance, solvent free, formulated and moisture curing silyl-terminated polyether sealant, ASTM C-920, Type S, Grade NS, Class 25, NovaLink construction sealant by ChemLink, color as selected.

PART 3 - EXECUTION

3.1 GENERAL

- A. Accurately reproduce the details and design shown, and form profiles, bends and intersections, sharp, true and even. Fabricate sheet metal in the shop whenever possible, and form joints, laps, splices and connections to shed water and condensation in the direction of flow.
- B. Provide any miscellaneous flashing and sheet metal work not shown on the drawings but otherwise needed to leave the project complete and entirely watertight, neatly and carefully executed in a thorough and workmanlike manner.

3.2 INSPECTION

- A. Examine surfaces to receive work of this section and report any defects to the Owner. Commencement of work will be construed as complete acceptance of surfaces.

3.3 INSTALLATION

- A. Fabricate and install copper work in accordance with the current edition of "Copper and Common Sense" as published by the Revere Copper and Brass Company, unless otherwise indicated.
 - 1. Form all joints, except loose locked sealant filled expansion joints, to overlap 2 inches.
 - 2. Secure the joints with rivets spaced 1 inch on center positioned about 1/2 inch from the top edge of the joint, then sweat solder the joint.
 - 3. Use solder only to fill and seal the joint, not for mechanical strength. Form soldered joints continuous, strong and free from defects, with well heated soldering irons. Do not use open flame torches for soldering.
 - 4. Clean soldered joints daily, immediately after soldering, by washing them with soap and water applied with a soft bristle brush, then rinsing with clear water.
- B. Securely fasten and anchor all work, and make provisions for thermal expansion. Submit details of expansion joints for approval. Install fasteners through one edge of metal only, use a hook strip on the other edge.
- C. Use stainless steel pin Zamac type nail-in fasteners, or stainless steel screws and washers with neoprene inserts where fasteners will be exposed.

3.4 CAP FLASHINGS

- A. Install new copper cap flashings above all roof and roof flashing components, including copings, wall penetrating ducts and gravel stops. Install cap flashings built into masonry walls; as they are demolished and reconstructed - properly joined to all related materials in a watertight manner.
 - 1. Solder all joints in the new cap flashing, except form 2 inch wide flat locked sealant filled expansion joints a maximum of 32 feet on center.
 - 2. Secure the joints with rivets spaced 1 inch on center positioned about 1/2 inch from the top edge of the joint, then sweat solder the joint.
 - 3. Form the flashing to turn up 2 inches inside the wall and finish with a hem on the bottom exposed edge.
 - 4. Fasten the top edge of the cap flashing to the back up masonry 12 inches on center.
 - 5. Install the new cap flashing under flexible type wall flashings where possible. Where it is not possible to lap the new cap flashing under an existing wall flashing, install a ply of glass cloth set in and coated with asphalt cement to connect the new cap flashing to the existing wall flashing.
 - 6. In the absence of an existing wall flashing, or at a solid masonry wall, turn up the new cap flashing 2 inches behind the first wythe of masonry.
 - 7. Install new cap flashings where shown on the drawings, and at a height of 10 to 12 inches above the roof surface.
 - 8. Install new cap flashings above parapet flashings and above eave metal at transitions with higher walls.
- B. Install new aluminum cap flashings on skylight and equipment curbs.
 - 1. Form the cap flashing to extend at least 2 inches under the equipment or skylight, 4 inches over the base flashing, and finish with a 1/2 inch hem on the bottom edge.
 - 2. Install a 1/2 inch thick by 2 inch wide continuous foam gasket between the cap flashing and mechanical equipment or skylight. Do not set the equipment or skylight in sealant.
 - 3. Secure the equipment or skylight to the curb with stainless steel screws spaced 12 inches on center.

3.5 DRIP EDGES

- A. Fabricate drip edges to extend 1-1/2 inches past the roof edge, and turn down to ensure water cannot track back and run down the fascia. Secure the drip edge with roofing nails along the top edge, spaced 4 inches apart along the raw metal edge. Form joints in the drip edge with 6 inch wide concealed under plates which duplicate the profile of the drip edge. Set the underplates in a full bed of sealant.

3.6 HOOK STRIPS

- A. Form continuous hook strips with locks that engage the superimposed trim piece a minimum of 3/4 inch, and to cover the entire underside edge of the wood blocking and neatly extend to the building wall.
- B. Fasten hook strips along their bottom edge, just above the 45 degree bend, with nails spaced 4 inches on center into underlying wood blocking; Zamac type nail-in type fasteners spaced 8 inches on center into masonry surfaces, or screws spaced 8 inches on-center into sheet metal surfaces.

3.7 FASCIA

- A. Fabricate new fascia to engage the hook strip 3/4 inch minimum and extend to the top of the wood fascia blocking. Secure the fascia with a continuous hook strip along the bottom edge and roofing nails along the top edge spaced 8 inches apart, positioned to be covered by the roof edge trim. Form joints in the fascia with 6 inch wide concealed under plates which duplicate the profile of the fascia. Set the underplates in a full bed of sealant.

3.8 ROOF EDGE SYSTEM

- A. Install a factory fabricated roof edge system on all roof eaves.
 - 1. Extend the roof to lap over and down the face of the fascia trim, so it stops just short of the bottom edge of the anchor bar.
 - 2. Install the anchor bar straight, level and true, set in a full bed of sealant, and secure the bar with #9 by 2 inch long stainless steel screws spaced no more than 12 inches apart.
 - 3. Pre-drill screw holes in the underlying metal fascia trim, where extra fasteners are needed, and at corners and special conditions.
 - 4. Install color matching under plates at each joint in the roof edge trim; set the under plates in a full bed of sealant.

3.9 CHIMNEY CAPS & HOODS

- A. Fabricate new chimney caps and hoods from zinc-tin coated copper; to cover the entire top of the chimney, to overlap the exterior bed joint 2 inches, and to extend up and over the flue liners and turn down inside them. Turn the cap down 4 inches inside the chimney if there are no flue liners. Cover all masonry between the flues. Fasten the chimney cap with a hook strip under the outside edge and Zamac type fasteners spaced 12 inches apart along the inside edge if there is no clay flue liner.
- B. Secure the joints with rivets spaced 1 inch on center positioned about 1/2 inch from the top edge of the joint, then sweat solder the joint.
- C. Position the hood a minimum of 18 inches above the top of the flues to provide adequate exhaust clearance.
- D. Support the hood with 1/4 by 1-1/2 inch half twisted stainless steel bars, spaced and braced, approximately 12 inches apart at the perimeter of the hood.

3.10 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any pre-existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't documented in the Contractor's report, or repaired to the Owners satisfaction at the Contractor's expense.
- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.

- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather - which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.
- F. Carefully and thoroughly clean the entire roof to remove all residual debris when all work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

END OF SECTION

SECTION 07 7200
ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

- 1. Roof specialties that are compatible with the roofing systems specified, including:
 - a. Plastic skylights.
 - b. Pre-fabricated curbs and equipment supports.
 - c. Factory fabricated pipe curb portals
 - d. Drains, drain pipes and couplings.
 - e. Pipe insulation and fitting covers.
 - f. Aluminum access hatches.
 - g. Hatch safety rails.
 - h. Gas line and equipment pipe supports.
 - i. Roof walkway pads and concrete pavers.
- 2. Prepare, prime and paint all roof top equipment, the access ladders, equipment support dunnage, and miscellaneous rooftop items indicated.

- B. Related Requirements

- 1. Masonry Maintenance - Section 04 0100
- 2. Carpentry - Section 06 1000
- 3. EPDM Roofing - Section 07 5323
- 4. Sheet Metal Flashing & Specialties - Section 07 6200

1.3 CODE APPROVAL REQUIREMENTS

- A. Fabricate and install roof accessories that comply with the NY State Uniform Fire Prevention and Building Code.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications:

- 1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.
 - a. The Installer shall directly employ the personnel performing the work of this section.
 - b. The Installer shall have a supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 - 1. Submit the supervisor's resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number, and the Contractor's Supervisor's name.
 - b. Submit the reference list upon request.
- B. Material Quality: Obtain each product from a single Manufacturer which has manufactured the same product in the United States of America for not less than 5 continuous years.
- C. Pre-Construction Conference: Meet at the project site between one and two weeks prior to starting work, with the Architect, Owner and other representatives concerned about the work, to discuss the following:
 1. How the building will be kept watertight as work progresses.
 2. How roof accessory work will be coordinated with the installation of the vapor barrier, thermal barrier, insulation, cover board, roofing, flashings, and other items to provide a watertight installation.
 3. Generally accepted industry practice and the Manufacturer's instructions for handling and installing his products.
 4. The condition of the substrate, curbs, penetrations and other preparatory work needed.
 5. Incomplete submittals; note that progress payments will not be processed until all submittals are received and approved.
 6. The construction schedule, forecast weather, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
 7. A schedule for Manufacturer and Architect inspections.

1.5 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any work:
 1. A pre-work site and building inspection report with photos to document conditions before work starts.
 2. Manufacturer's installation instructions and technical data sheets for each item. Material sample submittals are not needed unless requested to show color and texture.
 3. Samples of the Contractor's and Manufacturer's guarantee/warranty forms.
 4. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.
- B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.
 1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
- C. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders.
- D. Payment requisitions will not be processed until all submittals are received and approved.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,
- B. Cover all stored materials with watertight tarpaulins installed immediately upon delivery.
- C. Do not overload the structure when storing materials on the roof.
- D. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.8 GUARANTEE

- A. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:
 1. Defects include but are not limited to the following: peeling paint, leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, movement and undue expansion.
 2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as warranted at his own expense.
 3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect repairs.
 4. Guarantee coverage shall have no dollar limit.
- B. Provide one Contractor's Guarantee that covers "all work performed" when a single contractor is awarded work specified in multiple Sections.
- C. The Guarantee shall take affect no more than 30 days before the satisfactory completion of all punch list work.
- D. The Contractor's Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five year term of the Contractor's Guarantee.
- E. Provide a Manufacturer's written warranty, which warrants the skylights will remain watertight for 5 years beginning upon final completion.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide Manufacturer's standard units, modified as necessary to comply with the specified requirements. Fabricate each unit in a shop to the greatest extent possible, using the following components:
1. Aluminum Sheet: ASTM B 209 alloy 3003, tempered for forming and performance; mill finish, except as otherwise noted.
 2. Extruded Aluminum: Standard extrusions alloy 6063-T52; 0.078 inch minimum thicknesses for primary framing and curb member legs, 0.062 inch thickness for secondary framing and covers; mill finish, except as otherwise indicated.
 3. Insulation: Rigid fiber glass boards where encapsulated inside metal skirts, rigid isocyanurate where covered with roof flashings on the exterior of curbs.
 4. Wood Nailers: Dimension grade Douglas Fir, not less than 1-1/2 inches thick.
 5. Fasteners: Nonmagnetic stainless steel or hot dipped galvanized steel, to match the finish of the material being fastened.
 6. Gaskets: Tubular neoprene or polyvinyl chloride, or block sponge neoprene.
 7. Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

2.2 PLASTIC SKYLIGHTS

- A. Factory assembled dome and frame assemblies with welded corners manufactured by Kingspan / Bristolite or American Skylights are specified to establish a quality standard. Equal products are acceptable provided they comply with the following requirements:
1. Glazing sheet thickness required for a minimum of 30 pounds per square foot external and 30 pounds per square foot internal loading; and to comply with the minimum thickness and wind pressure requirements of AAMA/WDMA/CSA 101/I.S.2/A440 as set forth in paragraph 2405.5 of the NYS Uniform Fire Prevention and Building Code.
 2. Outer Dome: Dome shaped polycarbonate meeting the following tests:
 - a. Burn Rate ASTM D635 - Not over 2.5
 - b. Smoke Developed ASTM D2843
 - c. Smoke Density Not over 75%
 3. Inner Panel: Clear multiwall polycarbonate panel meeting the following tests:
 - a. Burn Rate ASTM D635 - Not over 2.5
 - b. Smoke Developed ASTM D2843
 - c. Smoke Density Not over 75%
 4. Fall Protection: Fabricate the skylights so the dome and panel will not disengage from the frame upon impact of 755 foot pounds, and to comply with OSHA 1910.23 Fall Protection Guidelines.
 5. Energy Performance Ratings:
 - a. Maximum U-Value 0.50
 - b. Maximum Solar Heat Gain Coefficient (SHGC) of 0.40
- B. Curb Construction: Provide units with integral internal gutters and weep holes to drain condensation; fabricated with formed and extruded thermally broken welded aluminum frames and retaining angles for installation on field constructed curb assemblies.

2.3 PRE-FABRICATED CURBS AND EQUIPMENT SUPPORTS

- A. Factory fabricated of welded 14 gauge galvanized steel, insulated with minimum 1-1/2 inch thick 3 pound density rigid insulation, with nominal 2 by 2 inch wood nailers and T bar reinforcing on sides longer than 36 inches; height to extend above the finished roof surface a minimum of 10 inches, Model ES-2 by Pate Inc.
- B. Where the roof deck slopes more than 1/4 inch per foot, provide tapered curbs to match the slope, and install the equipment level.

2.4 FACTORY FABRICATED PIPE CURB PORTALS

- A. Factory fabricated flashing systems, consisting of 9 inch high internally insulated galvanized steel curbs with 1-1/2 inch square wood nailers at the top edges, and 5 hole EPDM boots, with nipples that will accommodate pipes and conduits from 1/2 to 2-1/2 inches in diameter, with stainless steel hose clamps on each nipple - 5-Hole Pipe Portal Flashing System: C-555, by Portals Plus or equal.

2.5 DRAINS, DRAIN PIPES, AND COUPLINGS

- A. Conventional cast iron bottom and side outlet roof drains, installed with drain receivers, under deck clamps, cast iron strainers, cast iron clamping rings and factory installed stainless steel gravel screens Series 1011 as manufactured by Jay R. Smith Manufacturing Company.
- B. Match the drain outlet size and style to the building drain line, except if the drain line is a copper pipe, then furnish the drain body with a threaded outlet and use a male adapter to connect the drain body to the drain line.
- C. Drain pipe: cast iron pipe with no hub fittings, minimum 3 inch diameter, and larger to match the existing building drain lines.
- D. No-hub couplings: heavy duty rubber neoprene sleeve couplings with full length Type 304 stainless steel shields and at least 4 worm drive clamps, conforming to ASTM A564.

2.6 PIPE INSULATION AND FITTING COVERS

- A. Insulation: minimum 1 inch thick pre-molded 3.5 lb. heavy density fiberglass pipe insulation with UL rated non-combustible service jackets.
- B. .030 inch thick factory fabricated white PVC "Smoke Safe" fitting and drain bowl covers as manufactured by the Speedline Corporation, with a maximum Flame Spread Value of 25 and a maximum Smoke Developed Value of 50 in accordance with ASTM E8450.

2.7 ALUMINUM ACCESS HATCHES

- A. Hatches constructed of welded 11 gauge mill finish aluminum, with 12 inch high curbs and integral cap flashings, heavy pintle hinges, compression spring operators, a spring latch with interior and exterior handles, an interior padlock hasp, and stainless steel hardware, as manufactured by the Bilco Company, in the sizes needed to fit the deck openings, and as indicated.

2.8 HATCH SAFETY RAILS

- A. Safety rails shall comply with OSHA Standard CFR 29 1910.23 and CFR 29 1910.27
- B. Safety rails shall be bolted to the exterior surface of the curb above the flashing with 3/8 inch diameter stainless steel bolts, constructed of 1-1/2 inch diameter hot rolled electrically welded tubing meeting ASTM A500 Grade B, sized and configured to provide a safety railing on four sides of the hatch 42 inches above the roof surface with a self closing gate supported with heavy duty hinges with 5/8 inch diameter pins - basis of design: Roof Hatch Safety Rails by SafePro Roof Top Fall Protection.
- C. Gate shall be fabricated of galvanized steel tubing, with no chains or latches.

2.9 GAS LINE AND EQUIPMENT PIPE SUPPORTS

- A. Factory fabricated adjustable pipe supports as manufactured by Miro Industries, Inc. Model 20-Base Strut-12.

2.10 ROOF WALKWAY PADS AND CONCRETE PAVERS

- A. 2 inches thick, 24 inches by 24 inches precast concrete pavers, natural buff color and finish, minimum 7500 psi compressive strength as manufactured by Hanover Architectural Products.
- B. 30 inches by 30 inches hard rubber black walkway pads manufactured by Firestone.

2.11 PAINT AND PRIMER

- A. Alkyd base rust inhibiting exterior primer and high gloss finish paint for ferrous metal surfaces as manufactured by Rust Oleum or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Field measure existing openings. Comply with manufacturer's instructions and recommendations. Coordinate with the installation of roof deck, other substrates to receive specialty units, vapor barriers, roof insulation, roofing and flashing to ensure that each element of the work performs and fits properly, and that combined elements are waterproof and weathertight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

3.2 PLASTIC SKYLIGHTS

- A. Skylights on field constructed curbs: Remove the existing skylight and curb assembly using care not to damage the roof deck or skylight well liner. Re-support ceiling and shaft components that are attached to the skylight curb or shaft liner. Construct or extend the existing curb to finish 10 inches above the roof surface. Install new base and cap flashings, and restore & finish the shaft liner to match the original construction. Install the new skylight on top of a 1/2 inch by 2 inch foam gasket.

3.3 PRE-FABRICATED CURB AND EQUIPMENT SUPPORTS

- A. Install curb assemblies directly on the structural deck or block solid under the assembly to achieve the height shown and to install the curb assembly level.
- B. Install new base and cap flashings prior to installing the mechanical equipment. Set mechanical equipment on 1/2 inch thick anti vibration pads.

3.4 FACTORY FABRICATED PIPE CURB PORTALS

- A. Install factory fabricated pipe portal flashing systems at all HVAC units, and where more than one pipe or conduit penetrates the roof.
 - 1. Install the portal curbs on wood blocking that matches the thickness of the roof insulation.
 - 2. Disconnect and reconnect refrigerant, power, control and condensate lines and pipes as needed to install the pipes through the flashing nipples.
 - a. Install water cut off sealant between the lines / pipes and EPDM nipples, and then install a hose clamp on each nipple.

- b. Remove and replace nipples that are incorrectly cut too large.

3.5 DRAINS, DRAIN PIPES AND COUPLINGS

- A. Remove and replace the existing drains; use care not to break or disturb the drain pipes within the building.
 - 1. Modify the existing drain lines to properly connect to the new drain assemblies.
 - 2. Enlarge the hole in the deck and reinforce the deck to accommodate the new drain, and install the drain recessed below the roof surface to achieve maximum drainage.
 - 3. Support the drain with a stamped sump drain receiver, secure it with an under deck clamp and patch the deck around the new drain.
 - 4. Connect the new drain to the existing drain line to conform to all applicable codes, and insulate the underside of the drain body and drain line.
- B. Connect the fittings and sections of cast iron pipe using heavy duty no-hub couplings; solvent weld PVC fittings and pipe, and use threaded connections to join steel fittings and pipe.
- C. Install new drain pipes to slope 1/4 inch per foot, and support each section of pipe with a hanger, supported on a structural member or strut, on each side of every coupling. Do not rely on the couplings to support any weight. Do not hang the drain pipes from the roof deck.

3.6 PIPE INSULATION AND FITTING COVERS

- A. Install insulation on all horizontal drain piping, and on new vertical pipes installed to connect the new drains to the existing lines.
- B. Install insulation on the undersides of the new drains.
- C. Install white PVC fitting and drain bowl covers, and wrap the joints between fitting covers and pipe insulation jackets with 3 inch wide white PVC tape.

3.7 ROOF HATCHES AND GUARD RAILS

- A. Carefully remove existing roof hatch assemblies, wood blocking and shaft lining components.
- B. Block solid under the hatch curb to support it at the level of the new roof; extend and restore the shaft liner.
- C. Orient the hatches for proper egress, and install new flashings.
- D. Install guard rails, fastened to the hatch frame, above the roof flashings.

3.8 GAS LINE AND EQUIPMENT PIPE SUPPORTS

- A. Install pipe supports spaced five feet on center over a concrete paver and a walkway pad.
- B. Fasten pipes and conduits to the new pipe supports with new stainless steel clamps.

3.9 ROOF WALKWAY PADS AND CONCRETE PAVERS

- A. Install concrete over a piece of hard rubber walkway pad on single ply roof systems for conduit and pipe supports
- B. Install hard rubber walkway pads to provide a path 2-1/2 feet wide where shown, and at all roof access points, i.e., doors, ladders and hatches, under concrete pavers, and around all HVAC equipment.
 - 1. **Adhere each pad with five self adhesive strips - do not install the pads using three strips of tape as supplied by the manufacturer.**

3.10 PAINTING

- A. Scrape and wire brush roof top equipment, ladders, access doors and frames (both sides), the guard rail, and the vent pipes to remove loose and peeling paint and surface rust.
- B. Install one coat of primer and two finish coats of paint using a brush or roller. Wait 24 hours for each coat of paint to dry before applying the next coat.

3.11 MISCELLANEOUS

- A. Provide and install any sealants needed, where shown or required.
- B. Perform mechanical and electrical work using skilled and licensed tradesmen.
- C. Provide new material, couplings, transition pieces, blocking, fasteners and the similar accessories needed to complete the work.

3.12 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any pre-existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't documented in the Contractor's report, or repaired to the Owners satisfaction at the Contractor's expense.
- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather - which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.
- F. Carefully and thoroughly clean the entire roof to remove all residual debris when all work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

END OF SECTION