

March 6, 2023

**North Rockland High School Projects – Phase 1**

**MSA File No. 42051**

**High School**

**Press Box (Demo)**

**Concessions-Press Box (New)**

**Fieldhouse**

**SED No. 50-02-01-06-0-016-035**

**SED No. 50-02-01-06-7-026-001**

**SED No. 50-02-01-06-7-079-001**

**SED No. 50-02-01-06-7-008-001**

**NOTICE TO BIDDERS**

Re: **ADDENDUM NO. 1**

**THE FOLLOWING REVISIONS TO THE PROJECT MANUAL AND OR THE DRAWINGS REFERENCED HEREIN SHALL BECOME A PART OF THE CONTRACT DOCUMENTS AND SHALL SUPERSEDE ANY PRIOR OR CONFLICTING INFORMATION.**

- 1) SEALED BIDS will be received until 2:00 PM. in the office of facilities, on the 14<sup>th</sup> of March 2023, at the North Rockland Central School District, 65 Chapel Street, Garnerville, NY 10923, at which time and place they will be publicly opened and read. Faxed bids will NOT be accepted. Bids must be in sealed envelope(s) approximately labeled with the following label:  
“North Rockland High School Projects – Phase 1 – General Construction”  
“North Rockland High School Projects – Phase 1 – Mechanical Construction”  
“North Rockland High School Projects – Phase 1 – Electrical Construction”  
“North Rockland High School Projects – Phase 1 – Plumbing Construction”
- 2) Deliver Bids to: North Rockland Central School District  
65 Chapel Street  
Garnerville, NY 10923
- 3) The North Rockland Central School District is exempt from sales tax.
- 4) Requests for information may be emailed to [bidning@shilale.com](mailto:bidning@shilale.com).
- 5) Requests for additional site visits may be emailed to [bidning@shilale.com](mailto:bidning@shilale.com). We will coordinate with the District for additional visits if required.
- 6) The District will purchase under State Contract the scope of work for the Site Contractor. The Site Contract has been removed from the bidding of the project. The Site Contract Bid Form 003004 S Site Bid Form has been voided.
- 7) See attached revised specification section 011200 Multiple Contract Summary. It has been revised to coordinate with the changes in responsibility of scope due to the award of the Site Contract under State Contract. Additional changes have also been made to clarify some of the scope for the Electrical Contract.
- 8) Clarification for Alternates No. 3, 4 & 5 (and any additional Alternates). Are these scopes to be performed under state contract and how should it be filled out in the Bid form?

*Alternates No. 2, 3, 4, 5, 6 and 7 (which apply only to the Site contract) are now void since that work has been awarded to a contractor under State Contract. The Site Contract Bid Form 003004 S Site Bid Form has been voided.*

9) Clarification for the site lighting scope. Contractor asked about what portions are responsible for which contractor. Pedestrian lighting vs field lighting (Musco). Who is responsible for the excavation, foundation & bases, and the fixture?

*For the off-grid pedestrian lighting, the Site Contract is responsible to provide and install the concrete pole bases. Site Contractor shall coordinate necessary anchor bolt patterns with the Electrical Contractor. Electrical Contract is responsible to provide and install everything else for each fully functional light pole system. For the athletic field lighting, the Site Contract, under awarded state contract, is responsible for providing and installing all excavation, conduit, wire, connections, backfill, pole bases, poles, fixtures, and supply only of lighting controls. The Electrical Contract shall install the lighting controls and provide conduit, wire, and connections to power the lighting controls.*

10) Clarification for the scope of work regarding the culvert and Alternate No. 7.

*Alternate No. 7 is now void as it is part of the scope of work for the Site Contractor which has now been awarded under state contract.*

11) Which contract does the Dedication Wall fall under.

*The bidding documents have the Dedication Wall under the Site Contractor which has now been awarded under state contract.*

12) What is the expected project schedule?

*The anticipated project schedule will be issued in the next Addendum.*

13) Clarification for the hot box. Which contract do specific portions of this scope of work fall under (ie. Providing electric, hot box, RPZ).

*All scope on drawing C-232 is the responsibility of the Site Contract except where noted as otherwise being provided by the utility company and except for providing the conduit, wire, and necessary connections to feed the new hot box from the existing hot box. The Electrical Contract shall provide and install the conduit, wire, added breaker, and connections to power the new hot box from the existing 200 AMP panel located at the Baseball Field.*

14) Clarification regarding directional drilling.

*The directional drilling is part of the Site Contract awarded under state contract and has been removed from bidding.*

15) Which contract does this scope of work does the Visitor Grand Stand fall under.

*The Visitor Grand Stand will be awarded under state contract. Concrete foundations for all grandstand work is part of the Site Contract awarded under state contract and has been removed from bidding.*

16) Who is responsible for the relocation of existing weight room equipment and clearing of the rooms related to the Weight Room scope of work?

*The Weight Room equipment will be cleared out by the Owner and the rooms will be available to the Contractor to begin work on June 1<sup>st</sup>, 2023. The rooms will be emptied of all equipment and furniture down to the rubber flooring.*

17) Who is responsible for the removal of the weight rooms rubber flooring mats? Do the mats need to be abated?

*The rubber flooring to be removed is indicated on drawings D-120 as the General Contractor's scope of work. The Testing Agency stated that the rubber flooring does not contain ACM. See testing results in specification section 003126 Existing Hazardous Material Information. Rubber flooring and glue to be removed. Room 514A does have floor tiles indicated with ACM. See specification section 020800 Asbestos Abatement.*

18) Who is responsible for the relocation of existing locker room equipment and clearing of the rooms related to the Locker Room scope of work?

*The Locker Room will be cleared out by the Owner and will be available to the Contractor to begin work on June 1<sup>st</sup>, 2023.*

19) Clarification regarding the structural modifications required for the RTUs and Alternates No. 30 & 31. *All the RTUs to be replaced (4 base bid and 2 alternates) will require structural reinforcing as per drawings S-130 and S-512. Structural reinforcing to be performed by the General Contractor. Unit H1 and unit K1 are alternates 30 and 31 respectively. For the General Contractor's bid form, the line item for Alternates No. 30 & 31 are to consist of the structural work (shown on S-512) and architectural work (shown on A-430). Review the drawing set for additional drawings that may pertain to this scope.*

20) See attached AA-000, AA-1000 & AA-200 dated 01-27-23. Asbestos abatement drawings AA-000, AA-1000 & AA-200 were not attached to the initial PDF of the bid set.

21) What is the project budget?

<i>GC</i>	<i>\$1,600,000</i>
<i>PLUMBING</i>	<i>\$200,000</i>
<i>HVAC</i>	<i>\$1,600,000</i>
<i>ELECTRIC</i>	<i>\$400,000</i>
<i>Total</i>	<i>\$3,800,000</i>

22) What is required for the shot-put landing zone material?

*The shot-put landing zone is part of the Site Contract awarded under state contract and has been removed from bidding.*

23) As per spec section 061213 Structural Panel Subfloor, the floor sheathing in the Press Box floor is to be ¾" structo-crete structural sheathing. See attached revised A-212 and A-513. Also revised is Sheet A-000 with an updated List of Drawings.

24) See attached sample contract documents A132 – 2019 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition with Exhibit A and Exhibit B, and A232 -2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. The project will have a Construction Manager as Adviser. Spec sections 005000 Agreement Form, AIA Doc A101, 005001 Insurance and Bond, AIA Doc A101 – Exhibit A, and 007000 General Conditions, AIA Doc A201 have been removed from the project and replaced with the attached corresponding sample contract documents.

25) See attached C-230 markup. Reference is provided for additional clarity on scope of work for site contract and Electrical Contract as it pertains to drawing C-230.

## **END OF ADDENDUM NO. 1**

**SECTION 01 1200 - SUMMARY OF PROJECT**

## PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Requirements:
  - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, phased construction, coordination with occupants, and work restrictions.
  - 2. Section 013100 "Project Management and Coordination" for general coordination requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 PROJECT COORDINATOR

- A. Project coordinator shall be responsible for coordination between the General Construction Contract, Plumbing Contract, HVAC Contract, Electrical Contract, and Site Contract.
  - 1. General Contractor will act as the project Coordinator for General Construction, at the High School Building, Concession/Press box Building, Fieldhouse Building, and coordination with MEP for tasks which General contractor is coordinator for.
  - 2. Site Contract will act as the project Coordinator for all Site Contract items. All field construction, bleacher modifications, all site utilities and coordination with MEP for tasks which site contractor is coordinator for.

1.5 COORDINATION ACTIVITIES

- A. Coordination activities of Project coordinator include, but are not limited to, the following:
  - 1. Provide overall coordination of the Work.
  - 2. Coordinate shared access to workspaces.
  - 3. Coordinate product selections for compatibility.
  - 4. Provide overall coordination of temporary facilities and controls.
  - 5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
  - 6. Coordinate construction and operations of the Work with work performed by each Contract and Owner's construction forces and separate contracts.
  - 7. Prepare coordination drawings in collaboration with each contractor to coordinate work by more than one contract.
  - 8. Coordinate sequencing and scheduling of the Work. Include the following:

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- a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
  - b. Prepare a combined contractors' construction schedule for entire Project. Base schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
    - 1) Submit schedules for approval.
    - 2) Distribute copies of approved schedules to contractors.
- 9. Provide photographic documentation.
  - 10. Provide quality-assurance and quality-control services specified in Section 014000 "Quality Requirements."
  - 11. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
  - 12. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
  - 13. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site.
  - 14. Provide field surveys of in-progress construction and site work and final property survey.
  - 15. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
  - 16. Coordinate cutting and patching.
  - 17. Coordinate protection of the Work.
  - 18. Coordinate firestopping.
  - 19. Coordinate completion of interrelated punch list items.
  - 20. Coordinate preparation of Project record documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
  - 21. Print and submit record documents if installations by more than one contractor are indicated on the same contract drawing or shop drawing.
  - 22. Collect record Specification Sections from contractors, collate Sections into numeric order, and submit complete set.
  - 23. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
- B. Responsibilities of Project coordinator for temporary facilities and controls include, but are not limited to, the following:
    - 1. General Contract shall provide common-use field office for use by all personnel engaged in General construction activities.
    - 2. Site Contract shall provide common-use field office for use by all personnel engaged in Site construction activities.
- 1.6 THE CONTRACT
- A. The Project will be constructed under a multiple prime contracting arrangement with the Owner awarding and holding the separate Contracts. Each contractor shall furnish all labor, material, tools, equipment, supervision, layout, delivery, trucking, shop drawings, submittals, etc. necessary to complete the work described in the Division of Work of their respective Contracts, and based upon a complete set of Contract Documents.
  - B. Scope of work for each Prime Contractor is defined in Section 011200 and takes precedence over all drawing notes that may refer to scoping.
  - C. Each Contractor has been given the opportunity prior to bid to inspect the entire Project site for interferences to their Contract work, and agrees to accept the site as it exists on the date of the bid opening.
    - 1. It is the Owner's intention to continue to occupy the existing buildings and site for normal School operations during the Construction process. The Contractors all agree to:

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- a. Cooperate with the Owner's personnel in maintaining and facilitating access to the School buildings and its facilities by the School staff, Students, Owner's agents, service consultants and the public, throughout the construction process.
  - b. Keep driveways and entrances serving the occupied School buildings clear and available to the Owner, the Owner's employees, the public, and to emergency vehicles at all times. Do not obstruct access to, or use these areas for parking, staging of equipment or materials. All access through these existing areas must be coordinated in advance and in accordance with the Owner's usage and occupancy schedule.
  - c. Schedule construction operations so as to minimize any conflicts or interruptions to the daily school functions. Coordinate any necessary interruptions with the designated project representative.
  - d. All existing Owner occupied buildings (not turned over to the Project Contractors) need to remain operational at all times. The contractors are responsible to maintain all systems, such as but not limited to: fire alarm, clocks, electric, public address system, gas service, heat etc.
- D. Each Prime Contractor shall:
1. **Strive to maintain a safe environment for its employees, clients and vendors. The prime contractors efforts for an effective response to the Novel Coronavirus (COVID-19) Pandemic will be guided by and in accordance with all applicable federal, state and local laws and guidelines issued by public health authorities such as the Centers for Disease Control and other governmental agencies.**
  2. Provide field-engineering services, in addition to those provided by the Site Work Prime Contract, to install site utilities included in the applicable Prime Contract.
  3. Coordinate construction schedule information in order to formulate one master schedule for the entire Project.
  4. Provide reflective vests to be worn by all on-site personnel at all times.
  5. Provide erosion and Sediment Control, and dewatering as it relates to any excavation associated with its own Prime Contract.
  6. Provide sanitary hand solution and potable drinking water for its own employees.
  7. Provide access to all concealed systems as required for system maintenance and repair for items installed in their Prime Contract.
  8. Provide and maintain material lifting equipment required for the completion of their Contract requirements, and complying with NYS Labor Laws, OSHA Regulations, and other Federal, State, and local laws.
  9. Provide and maintain additional temporary stairs, ladders, ramps, scaffolding, and platforms required specifically for completion of work of their own Contract, and as further detailed in this section. All work needs to comply with the NYS Labor Laws, OSHA regulation, and other Federal, State, and local laws.
  10. Provide Fire Prevention materials and equipment for fire protection related to the work of their own Prime Contract. Provide fire extinguishers, fire blankets, and fire watch during all cutting and welding operations.
  11. Provide any supplemental lighting required to install the work of its own Contract, beyond the minimum OSHA levels provided under the Electrical Work Prime Contract.
  12. Provide any supplemental heat required to install the work of its own Contract, beyond the levels owed by the Site Work Contractor.
  13. Provide traffic control for deliveries, and equipment needed to perform the work of their own Prime Contract.

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MULTIPLE CONTRACT SUMMARY

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14. Provide protection of its own finished Work, after installation, until accepted by the Owner.
15. Provide fire caulking for any penetration related to the work for its own Prime Contract.
16. Provide any office and storage trailers required to complete the work of their own Prime Contract.
17. Provide for a thorough final cleaning of the site, building, and equipment provided under their Prime Contract immediately before the final inspection. Each Prime Contractor is responsible for cleaning and dust and debris generated from the work of their own Contract.
  - a. Maintain areas in a cleaned condition until the Owner occupies the space.
  - b. Personnel: Experienced workman or professional cleaners approved by the Architects

### 1.7 SUMMARY OF WORK

- A. The work will be constructed under multiple prime contracts. One set of contract documents is issued covering the multiple contracts. Each Prime Contract is defined as:
  1. CONTRACT 1 GC – GENERAL CONSTRUCTION WORK
  2. CONTRACT 2 SC – SITE CONSTRUCTION WORK
  3. CONTRACT 3 EC – ELECTRICAL CONSTRUCTION WORK
  4. CONTRACT 4 PC – PLUMBING CONSTRUCTION WORK
  5. CONTRACT 5 HC – HVAC CONSTRUCTION WORK

### 1.8 WORK UNDER SEPARATE CONTRACTS

- A. The project will be constructed under a multiple-prime contracting arrangement
- B. One set of documents is issued covering all multiple prime contracts. Each prime contractor is to review ALL drawings and specifications for complete understanding and knowledge of the work.
- C. The following Contract Documents are specifically included and defined as integral to each Prime Contract.
  1. Bidding Requirements
  2. Performance and Payment Bonds
  3. Conditions of the Contract, including
    - a. General Conditions & Supplementary Conditions
    - b. Insurance Requirements
    - c. NYS Prevailing Wage Rates.
- D. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
  1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
  2. The Site Work Contract shall provide shoring, bracing, excavation and backfill for all other contractors. Trenches, excavation, fill and compaction for the Work of all contracts shall be provided by the Site Work Contract. Site work contractor is to refer to all Mechanical, Electrical and Plumbing drawings for locations of utilities requiring shoring, bracing, excavation and backfilling. The General contract shall be responsible for foundation excavation/backfill at the Concession/Press box building and the Field House.
  3. Provide all cutting & patching associated with the Work of its Prime Contract. All patching is to be performed by mechanics qualified and experienced with the materials and finishes being patched, and hired by the responsible Prime Contractor.

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4. Firestopping for the Work of each contract shall be provided by each contract for its own Work. Firestopping shall comply with Division 7 Section "Penetration Firestopping"
  5. Lead Based Paint precautions for the Work of each contract shall be provided by each contract for its own Work. Each Prime Contractor shall provide procedures for OSHA Lead precautions.
  6. Each Prime Contractor shall designate a full time superintendent to supervise the work of the Prime Contractor, who shall always be present on the job site when work is being performed; this person shall be familiar with Project and authorized to conclude matters relating to progress. This person shall also represent their company at weekly contractor meetings.
  7. Termination and removal of its temporary facilities shall be provided by each contract for its own Work.
- E. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 1 Section 01500 "Temporary Facilities and Controls," each Contract is responsible for the following:
1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility
  2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  3. Its own field office complete with necessary furniture, utilities, and telephone service.
  4. Its own storage and fabrication sheds.
  5. Temporary heat for construction at isolated work areas if required.
  6. Temporary enclosures for its own construction activities.
  7. Hoisting requirements for its own construction activities.
  8. Each Prime Contractor is to stockpile his debris on a daily basis and place it in the dumpster. Dumpsters will be provided by each Contractor for their own work. Prime contractors will endeavor to recycle materials daily.
  9. Secure lockup of its own tools, materials, and equipment.
  10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
  11. Safety procedures as dictated by the district, OSHA, and the NYS Department of Labor.
  12. Labor for daily clean-up.
- 1.9 CONTRACT 1 - GENERAL CONSTRUCTION WORK:
- A. The Work of the General Construction Work Contract includes but is not limited to, the following descriptions:
1. Includes Architectural, Structural, Masonry, Flooring, Ceilings, Casework, plus other construction operations traditionally recognized as General Work Construction. It also includes Administrative and coordination responsibilities. This includes, but is not limited to, *all work shown* on the following:
    - a. Drawings:
      - 1) All "B" series Drawings (Code Plans)
      - 2) All "AA" series Drawings (Asbestos Abatement)
      - 3) All "C" series Drawings (Civil Drawings), *as it relates to the construction of the concession building*
      - 4) All "D" and "SD" series Drawings (Demo Plans)
      - 5) All "S" series Drawings (Structural Plans)
      - 6) *All "A" series Drawings (Architectural)*
      - 7) Review "M,E,P" drawings for the purposes of coordination.

## 2. Coordination:

- a. General Work Contractor is to pay particular attention to coordination of work at all flooring replacement with the state flooring contract. Coordination with the work of all of the other prime contractors.

## 3. Demolition:

- a. Asbestos containing material removal as shown in the contract documents and disposal per Code Rule 56.
- b. Construction of hard barriers separating abatement areas from all other areas.
- c. Contractor is asked to make every effort to visit the site to review existing conditions prior to bidding the project. A sign in sheet will be kept to verify compliance with this request.
- d. Removal of masonry walls, doors, and interior partitions.
- e. Removal of finishes noted on plans.
- f. Removal and disposal of miscellaneous equipment including all existing wall mounted specialty items and/or equipment not shown if impacting work to be demolished.
- g. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, sawcuts, providing lintels, drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.

## 4. Temporary Facilities

- a. Provide dust protection.
- b. Provide continuous exits.
- c. Provide temporary plywood protection at all existing openings to be replaced and new openings that are to be performed by the General Work Contractor. Assure the interior of the building is not exposed to the outside elements. All openings to be kept water tight at all times.
- d. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"

## 5. New Construction:

- a. **In existing construction**, each Prime Contractor is to provide their own rough opening in walls, and floors, including lintels and any required structural framing for penetrations as part of their own Prime Contract. All lintels and / or framing are to be sized in accordance with the lintel schedules and standard details within the contract documents unless specifically shown to be under the General Construction Contract. Installation is to be performed by a mechanic qualified and experienced with the materials and finishes being altered or installed. Submit to the Construction Manager the name and qualification of the subcontractor performing the installation prior to starting the work.
- b. The General contract shall be responsible for foundation excavation/backfill at the Concession/Press box building and the Field House.
- c. Foundations, including footings, foundation walls foundation repair.
- d. Slabs-on-grade, (earthwork by general contractor), insulation, and finishes.
- e. Below-grade building construction, and thermal and moisture protection,
- f. Superstructure, including floor and roof construction and board fire protection.
- g. Exterior closure, including walls, doors, windows, and louvers.
- h. Roofing, including coverings, flashings roof specialties and glazed openings.
- i. Roof patching when not required by other trades. (High School RTU's roof curb flashing will be by HVAC Contract)
- j. Provide repairs to masonry and concrete structures and openings.
- k. Interior construction, including partitions, doors, interior glazed openings, and fittings.
- l. Fire-protection specialties.
- m. Provide concrete and masonry.
- n. Provide self-leveling underlayment where required to allow for acceptable flooring installation by state contract. Contractor shall anticipate that all existing areas to receive new flooring shall require both light grinding and self-leveling underlayment.**
- o. Provide rough and finish carpentry.
- p. Provide architectural woodwork.
- q. Provide doors and hardware, frames, and electric hardware. Power for electrical hardware to be provided by the Electrical Contractor.

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- r. Provide gypsum wallboard and finishing for same.
- s. Provide access doors that are shown on Architectural drawings.
- t. Miscellaneous items, including concrete equipment bases painting of mechanical and electrical work.
- u. Items not covered in each trade description (section 1.10, 1.11, 1.12 and 1.13) identified on any drawing or in any specification section, are the responsibility of the general construction contractor.
- v. File, pay for, and obtain all required permit, inspections and approvals.
- w. Provide building paper protection over finished product. Include maintenance of protection and removal of paper.

6. Provide multiple shift work as needed to complete work as shown on milestone schedule.

- B. The Work of the General Construction Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:

- 1. Division 0 –Procurement and Contracting Requirement, all Sections.
- 2. Division 1 –General Requirements, all Sections, including Temporary Facilities indicated.
- 3. Division 2 – Existing Conditions, all Sections
- 4. Division 3 – Concrete, all Sections.
- 5. Division 4 – Masonry, all Sections.
- 6. Division 5 – Metals, all Sections.
- 7. Division 6 – Woods, Plastics and Composites, all Sections
- 8. Division 7 –Thermal and Moisture Protection, all Sections *EXCEPT FOR SECTION 071800 – TRAFFIC COATINGS / PEDESTRIAN TRAFFIC*
- 9. Division 8 – Openings, all Sections.
- 10. Division 9 – Finishes, all Sections.
- 11. Division 10 – Specialties, all Sections, *EXCEPT FOR SECTION 101453 - TRAFFIC SIGNAGE AND SECTION 107500 – FLAGPOLES*

1.10 CONTRACT 2 – SITE WORK CONSTRUCTION

- A. The Work of the Site Work Contract, includes but is not limited to, the following descriptions:

1. Landscape, Site plus other construction operations traditionally recognized as Site Work Construction. This includes, but is not limited to, *all work shown* on the following:

- 1) All “B” series Drawings (Code Plans, Boundary and Topographic Survey)
- 2) Drawings: All “C” series Drawings (Civil) – Bleacher and Concession / Press Box drawings are for coordination purposes.
- 3) All “S” series Drawings (Structural Plans)
- 4) *All “A” series Drawings (Architectural)*

Drawings: All “P, E” series Drawings (Plumbing / Electrical) – as it pertains to digging and trenching work required for this prime.

2. Coordination:

- a. Coordination with the work of all of the other contractors including but not limited to the synthetic turf state contractor, the rubber track state contractor, athletic field lighting state contractor, and the bleacher / press box state contractor.

3. Demolition:

- a. Removal of curbing, roadways, bituminous paving, and concrete walks
- b. Removal and relocation of trees, shrubs and ground cover.
- c. Removal of all underground utilities and/or equipment as shown or described.
- d. Removal of existing sports fields, track and associated utilities.
- e. Removal of existing surfacing and fencing.
- f. Removal of existing bleachers and associated structures.

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- g. Removal of existing light pole bases to be replaced.
- h. Removal and disposal of miscellaneous equipment including equipment not shown if impacting work to be demolished.
- i. Removal of unsuitable fill including rock shown in Geotech report to suitable depth

## 4. Temporary Facilities

- a. Provide temporary silt fencing around athletic field areas being renovated.
- b. Provide temporary roads/ access and continuous exits in and out of all construction areas.
- c. Provide all necessary erosion control measures specific to renovation of the athletic fields and parking / circulation. See drawings and specifications for SWPP requirements.
- d. Provide wash out area for construction vehicles.
- e. Prime Contractor is to stockpile his debris on a daily basis, and place it in the dumpster.
- f. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01500, "Temporary Facilities and Controls"

## 5. New Construction:

- a. Provide excavations and earthwork including topsoil stripping, stockpiling and fill for the Site Work Contract. Provide shoring, bracing, excavation and backfill for all other contractors.
- b. Provide site work related to the all utility upgrades. Coordinate shutdowns with the Owner and Construction Manager.
- c. Provide site work related to all sports field events including but not limited to the following:
  - 1) **Football Field including any associated storm and irrigation systems. *The Synthetic Carpet and Installation will be purchased off state contract. The site contractor will be responsible for all subbase and infrastructure associated with the new synthetic field. The site work contractor is responsible for all work except for the synthetic carpet and installation of carpet. Final acceptance of subbase and field planarity from synthetic carpet manufacturer will be required prior to installation.***
  - 2) ***The Rubber Track Installation will be purchased off of state contract. The site contractor will be responsible for all asphalt subbase and infrastructure associated with the new rubber track and rubber required at field events. Coordinate synthetic track surfacing installation with rubber and carpet contractors.***
  - 3) ***Bleachers / ADA Ramps to be purchased off of state contract. Strict coordination will be required during shop drawing process and final installation. The foundations associated with the Bleachers and ADA Ramps will be provided by the Site contract.***
  - 4) ***Sports field lighting is to be purchased off of state contract. Strict coordination will be required during shop drawing process and final installation. Layout of the sports field lighting will need to be approved by both parties prior to installation.***
- d. All site drainage improvements.
- e. All excavation/backfill and installation of fire water service.
- f. All excavation/backfill installation of domestic water service to concession building Plumbing at point 5ft outside of buildings.
- g. All excavation/backfill for installation of electrical conduits.
- h. Excavation for all trades. The General contract shall be responsible for foundation excavation/backfill at the Concession/Press box building and the Field House
- i. Test all site installed systems.
- j. Test all factory installed systems.
- k. Provide concrete sidewalks, asphalt paving, final landscaping, site appurtenances and curbing. Provide driveway and parking lot paving and drainage as shown.
- l. Provide suitable fill to replace unsuitable fill.
- m. Provide all storm water improvements. Provide underground storm systems.
- n. Provide all site fencing and landscaping
- o. Provide construction entrance.
- p. Provide standard duty access roads.
- q. The Site Work Contract shall perform all necessary excavation, backfilling, and compaction and field required concrete. The electrical work contractor will provide conduit and manholes for electrical duct bank and data / security bank only.
- r. Provide excavation and backfill and installation for concrete light pole bases provided by the State contractor. Coordinate installation.
- s. Provide:

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- 1) All site signage, see temporary facilities section
  - 2) Erosion controls and all necessary documentation and regular inspections of erosion control.
  - 3) Contractor shall obtain and pay for any permits, inspections, or certifications from governing authorities having jurisdiction over the work to be performed, or over the finished product to be installed by this Contractor. Project Building Permit is by others.
- t. At the three utility poles along property line to be removed, Site Contractor to be responsible for backfilling of holes should the Power Authority not backfill.
6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- B. The Work of the Site Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
1. Division 1 –General Requirements, all Sections, including Temporary Facilities indicated.
  2. Division 2 – Existing Conditions - all Sections as it pertains to site work
  3. Division 3 – Concrete - all Sections, as it pertains to site work.
  4. Division 7 – Thermal and Moisture Protection – as it pertains to joint sealants Section 071800 - **TRAFFIC COATINGS / PEDESTRIAN TRAFFIC**
  5. Division 10 – Specialties – **SECTION 101453 - TRAFFIC SIGNAGE AND SECTION 107500 – FLAGPOLES**
  6. Division 11 – Equipment – Section 116833 Athletic Field Equipment and Section 116843 Exterior Scoreboards
  7. Division 13 – Special Construction – all Sections **as it pertains to the coordination of the new bleachers and ADA ramp system. The new bleachers / ADA Ramp and associated foundations will be by the Site Contract. Strict coordination will be required.**
  8. Division 26 – Electrical – all Sections as it pertains to required site trenching.
  9. Division 31 – Earthwork – all Sections
  10. Division 32 – Exterior Improvements – all Sections, **except for Section 32 1813 Synthetic Turf and Section 32 1823 Synthetic Track Surfacing. The new synthetic turf and synthetic track surfacing including installation will be purchased off of state contract by the Owner. Strict coordination will be required.**
  11. Division 33 – Utilities – all Sections
- C. The Site Work Contract is responsible for installation of and maintenance of all Temporary Erosion and Sediment Control measure for the duration of the project as specified and associated Pollution Control for SPDES Sites.”
- 1.11 CONTRACTS 3 - ELECTRICAL WORK CONTRACT
- A. Work of this Contract includes, but is not limited to, the following descriptions:
1. Includes Electrical Distribution Service, Athletic Field Lighting, Athletic Field Communications, Fire Alarm, Intercom Systems, Security Systems, general site lighting, and other systems traditionally recognized as Electrical work. This includes but is not limited to, all work shown on the “E”, “ED” and “FA” Drawings.
  2. Coordination:
    - a. Coordination with the work of all of the other contractors.
  3. Demolition:
    - a. Removal of items as shown and/or required.
    - b. Removal of site lighting fixtures and wiring.
    - c. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, sawcuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.

## MULTIPLE CONTRACT SUMMARY

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- d. De-energize all systems required for demolition for all contracts.
- e. Coordination with Power Authority for the removal of three existing utility poles along property line. Any wire and equipment not otherwise removed by the Power Authority shall be removed by the Electrical Contract. Site Contractor to be responsible for backfilling of holes should the Power Authority not backfill.

Demo of power connection to existing baseball scoreboard from field house.

#### 4. Temporary Facilities

- a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01500, "Temporary Facilities and Controls"

#### 5. Construction:

- a. Provide electric power to new Musco controller from concession building . Musco Lighting to be provided through Site contract.
- b. Supply and install all electrical materials, devices and equipment for the project.
- c. Supply and install complete electrical service from source to factory installed transformers, MDP, electrical panels, wiring, and devices.
- d. Supply and install electrical heaters.
- e. Supply and install all conduits, wiring from existing High School to new concession stand and field house
- f. Remove and reinstall all wiring to existing score board in new press box.
- g. Supply and install RTU disconnects and make electrical connections.
- h. Supply and install RTU maintenance receptacles and make electrical connections.
- i. Supply and install the conduit, wire, added breaker, and connections to power the new hot box from the existing 200 AMP panel located at the Baseball Field.
- j. Supply and install all interior light fixtures.
- k. Supply and install all exterior building lights.
- l. Supply and install all exit lights and emergency lighting.
- m. Test all site installed systems.
- n. Test all factory installed systems.
- o. Provide all fire alarms, security conduit only, CATV, wireless clock system, public address sound system, and networking systems as shown.
- p. Provide all necessary wiring associated with the press box.
- q. Provide all fees required for inspections and permits.
- r. The electrical work contractor will be responsible for the electrical duct bank installation as follows: The site work contractor will perform all necessary excavation, backfilling and compaction. The electrical work contractor will provide and install conduit and manholes for electrical ductbank and data bank. The site work contractor to supply light pole bases.
- s. Provide support framing for Electrical equipment and conduits.
- t. Provide firestopping and sealing all electrical penetrations.
- u. Provide owner training.

Provide control wiring and connection for electrified door hardware.

6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.

7. Provide second shift work as needed to complete work as shown on milestone schedule.

- B. The Work of the Electrical Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all plan drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:

- 1. Division 1 –General Requirements all Sections, including Temporary Facilities indicated.
- 2. Division 8 – Openings – review all sections as required for the scope of this contract.
- 3. Division 11 – Equipment – review all sections as required for the scope of this contract.
- 4. Division 26 - Electrical - All Sections, except 265868 EXTERIOR ATHLETIC LIGHTING, exterior athletic lighting is for reference and coordination with supply power.
- 5. Division 28 – Security & Fire Alarm Systems

### 1.12 CONTRACT 4 - PLUMBING WORK CONTRACT

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- A. This prime contract is defined as, and includes, Drawings and Specifications as indicated by reference, and any other construction operations traditionally recognized as Plumbing Construction Work.. This includes but is not limited to, all work shown on the "P" and "PD" Drawings.
1. Coordination:
    - a. Coordination with the work of all the other contractors.
  2. Demolition:
    - a. Removal of items as shown and/or required. Coordinate shutoffs with CONSTRUCTION MANAGER, DISTRICT and General Contractor during demolition.
    - b. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.
  3. Temporary Facilities
    - a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"
  4. Construction:
    - a. **In existing construction**, each Prime Contractor is to provide their own rough opening in walls, and floors, including lintels and any required structural framing for penetrations as part of their own Prime Contract. All lintels and / or framing are to be sized in accordance with the lintel schedules and standard details within the contract documents unless specifically shown to be under the General Construction Contract. Installation is to be performed by a mechanic qualified and experienced with the materials and finishes being altered or installed. Submit to the Construction Manager the name and qualification of the subcontractor performing the installation prior to starting the work.
    - b. The General Construction Work Contract shall perform all necessary trenching, excavation, backfilling, compaction and field required concrete for all other primes within the delineated General Construction Work area unless noted otherwise.
    - c. Supply all materials/labor to make all hot & cold water connections and insulate.
    - d. Provide/Install fixtures and make water & sanitary connections.
    - e. Test all fixtures, including water heaters and bottle fillers as required by local/state code.
    - f. Make repairs and/or adjustments as required to provide working fixtures.
    - g. Supply all materials, labor, equipment, and tools to manifold all sanitary drops and extend piping to a point 5ft outside the building.
    - h. Heat tape & insulate as required by local codes.
    - i. Test domestic water and sanitary systems as required by local/state code.
    - j. Install all gas piping from source and connect as required.
    - k. Supply and install all necessary blocking, anchors and hangers to support and secure gas piping on the roof.
    - l. Make tie-in to gas source.
    - m. Paint piping as required by local/state code.
    - n. Purge system and start all gas operated equipment.
    - o. Gas piping contractor to coordinate tie-in location, pressure requirements, etc. with local gas provider.
    - p. All fire service work will be by site contractor.
    - q. All domestic water, to a point 5ft outside the building will be by plumbing contract.
    - r. Supply all materials and labor to make domestic water connections at all points, plumbing contractor shall chlorinate and provide acceptable test result to owner for entire domestic water service line.
    - s. Provide and connect water to steeplechase at a point 5ft outside concession building.
    - t. All fees required for inspections and permits.
    - u. Provide support framing for plumbing equipment.
    - v. Furnish access doors for plumbing access and foundation sleeves for underground piping (to be installed by GC)
    - w. Provide firestopping and sealing at all plumbing penetrations.
    - x. Provide owner training / commissioning of equipment.

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5. Provide multiple shift work as needed to complete work as shown on milestone schedule. Schedule shows a significant amount of work to be performed second shift.
- B. The Work of the Plumbing Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract documents. The Contractor is directed to examine **ALL** drawings and specifications since certain details and/or notes may appear anywhere therein that apply to his/her particular work.
1. Specifications:
    - a. Division 0 – Procurement and Contracting Requirement, all Sections.
    - b. Division 1 – General Requirements all Sections, including Temporary Facilities indicated.
    - c. Division 2, 3, 5 & 9 – Section 02 41 19, Selective Structure Demolition, Section 03 30 00, Cast-in-Place Concrete, Section 05 50 00, Metal Fabrications and Section 09 91 00, Painting as they relate to cutting and patching.
    - d. Division 7 – Section 07 84 13, Penetration Firestopping and Section 07 92 00, Joint Sealants as required for the Work of this Contract.
    - e. Division 22 – Plumbing, all Sections.

**1.13 CONTRACT 5 - HEATING, VENTILATING, & AIR CONDITIONING WORK CONTRACT**

- A. This prime contract is defined as, and includes, Drawings and Specifications as indicated by reference, and any other construction operations traditionally recognized as heating, ventilating and cooling work. This includes but is not limited to, all work shown on the “M” and “MD” Drawings.
1. Coordination:
    - a. Coordination with the work of all of the other contractors.
  2. Demolition
    - a. Provide demolition of all HVAC equipment and piping as shown and as required at the existing building including in crawl spaces and pipe tunnels. See construction documents for extent of work.
    - b. Remove and properly dispose of air dampers, actuators and control tubing shown to be removed.
    - c. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.
  3. Temporary Facilities
    - a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, “Temporary Facilities and Controls.”
  4. Construction:
    - a. **In existing construction**, each Prime Contractor is to provide their own rough opening in walls, and floors including lintels and any required structural framing for penetrations as part of their own Prime Contract. All lintels and / or framing are to be sized in accordance with the lintel schedules and standard details within the contract documents unless specifically shown to be under the General Construction Contract. Installation is to be performed by a mechanic qualified and experienced with the materials and finishes being altered or installed. Submit to the Construction Manager the name and qualification of the subcontractor performing the installation prior to starting the work.
    - b. The General Construction Work Contract shall perform all necessary trenching and excavation, backfilling, and compaction and field required concrete for all other primes within the delineated General Construction Work area unless noted otherwise.
    - c. Curbs, RTUs Split-System’s and accessories.
    - d. RTU’s will be hoisted onto the roof by HVAC contract.
    - e. Assemble roof curbs, set in place, anchor and flash to roof structure.
    - f. Roof flashing for HS RTU’s will be by HVAC Contract.
    - g. Supply and install galvanized supply and return curb transitions.
    - h. Supply and install all interior and exterior ductwork, registers and diffusers.

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- i. Install RTUs onto curbs and weather-tight.
  - j. Install all RTU accessories, including filters.
  - k. Install thermostats and make connections at RTUs and thermostats.
  - l. Program thermostats for heat, cooling and occupied & unoccupied times.
  - m. Start up and test RTUs, Split system for heat, cooling and fresh air.
  - n. Adjust all volume dampers and diffusers to provide proper air flow.
  - o. Make all ductwork connections for fans.
  - p. Install Wall mounted ac/ heaters.
  - q. Install all control components into air and hydronic systems as required maintaining the integrity of the system:
    - 1) Install motor actuated dampers.
    - 2) Install airflow measuring stations.
    - 3) Install airside temperature and pressure sensors.
    - 4) Install hydronic control valves.
    - 5) Install hydronic temperature and pressure sensor wells.
    - 6) Provide personnel to assist with commissioning work of the EMCS as required for controls of the work of this contract. Testing, Adjusting and Balancing for HVAC.
  - r. Provide contractor filters, final replacement filters and final duct cleaning.
  - s. Provide and install all insulation, painting and labeling of new and modified piping, ductwork and equipment.
  - t. All fees required for inspections and permits.
  - u. Provide support framing for HVAC equipment, i.e. mechanical equipment curbs.
  - v. Furnish access doors for HVAC access (to be installed by GC)
  - w. Provide firestopping and sealing at all HVAC penetrations
  - x. Furnish motor controllers/disconnects to Electrical Contract for installation and wiring.
  - y. Provide the necessary layout for all roofing penetrations to the General Work Contractor for any required structural steel supports.
  - z. Provide owner training / commissioning of equipment.
5. Provide multiple shift work as needed to complete work as shown on milestone schedule. Schedule shows a significant amount of work to be performed second shift.
- B. The Work of the HVAC Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract documents. The Contractor is directed to examine **ALL** drawings and specifications since certain details and/or notes may appear anywhere therein that apply to his/her particular work.

## 1. Specifications:

- a. Division 0 –Procurement and Contracting Requirement, all Sections.
- b. Division 1 –General Requirements all Sections, including Temporary Facilities indicated
- c. Division 2, 3, 5 & 9 – Section 02 41 19, Selective Structure Demolition, Section 03 30 00, Cast-in-Place Concrete, Section 05 50 00, Metal Fabrications and Section 09 91 00, Painting as they relate to cutting and patching.
- d. Division 7 –Section 07 84 13, Penetration Firestopping and Section 07 92 00, Joint Sealants, as required for the Work of this Contract.
- e. Division 23 – HVAC, all Sections

1.14 ADDITIONAL SCOPING

- A. Definition of Extent of Prime Contract Work; Additional Prime Contract Work not previously described
1. All Prime Contractors are responsible for reviewing plans and specs as it pertains to their scope of work mentioned in the contract documents. Scopes of work referenced may be found in multiple locations throughout the plans and specifications.
  2. Local custom and trade union jurisdictional settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
  3. All OSHA safety and hazardous materials regulations will be enforced on this project. All Contractors must submit a safety program, a hazardous materials program, (all required data must be

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- maintained at the job site) and attend safety meetings. Toolbox talks will be required from each prime contractor.
4. All Contractors are responsible for any debris caused by their work. A daily clean-up and disposal is required by each Contractor for the periods which that Contractor is performing work on site, on a day selected by the Construction Manager. Each trade will assign at least one person to the weekly clean-up; the name of this person is to be submitted to the Construction Manager. Any Contractor not providing personnel will be "back-charged" for labor provided by the Construction Manager.
  5. All Contractors are responsible for cutting/patching required to complete their work. All exposed finishes must be ready to receive paint, etc.; all concealed openings (piping, ductwork, conduit, etc.) must be repaired to comply with specified wall or deck conditions.
  6. Multiple Crews: To maintain the project schedule, each Prime Contractor is to provide multiple crews. Each crew is to be furnished with its own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.
  7. Supervision: The proposed project manager and field superintendent for the project is to have at least five years experience in the proposed position. Each successful bidder shall submit resumes to the Construction Manager for the proposed project manager and field superintendent for the project. This information will be reviewed with the Owner, Architect and Construction Manager for approval. Should the Project Managers and/or Superintendent prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project. Action by the contractor must be made within seven working days of receipt of such letter.
  8. When selective demolition or cutting and patching (all demolition necessary for work of their contract, including layout, sleeves, coring, debris removal, sawcuts, drywall work, plaster work, grouting, painting, ceiling removal, etc) is required solely by another prime contract to perform their work it shall be by the Prime Contractor requiring the work to achieve the result indicated.
  9. Each prime contractor shall return areas disturbed by their work activities to condition prior to start of work.
  10. Each prime contractor shall maintain within its field office a complete and current set of Contract Documents (including any Addenda, Change Orders, and Modifications thereto), approved shop drawings, samples, color schedules and other data pertinent to the Project.
  11. Each prime contractor is to survey existing work and submit to the Construction Manager a list of damaged areas (i.e. plaster walls, woodwork) prior to commencing work. Any damaged areas not identified prior to the work shall be the responsibility of the contractor/ Contractors working in that area. Construction Manager will have photos of existing conditions on file for reference.
  12. The General Construction Work Contract and Site Construction Work Contract is required to submit a construction and submittal schedule based on the milestone dates to the Construction Manager for review and comment no later than 2 weeks after a Notice to Proceed for the work is issued.
  13. Unless a specific item or material is noted as to remain the Owner's property or to become the Contractor's property (or similar words), any material having salvage or reuse value shall be inspected by the Owner. If the Owner wishes to retain this material, it shall be turned over to him on the site where directed. If the Owner designates the material as scrap, it shall become the Construction Manager's property and removed from the site. Material having salvage value shall be carefully removed. If the Construction Manager designates the material as scrap, it shall become the contractor's property and removed from the site. Material having salvage value shall be carefully removed.
  14. When the building is occupied and fire alarm and safety system work is in progress, the Electrical Contractor shall continuously maintain the existing building's fire alarm and detection system and exit and emergency lighting system or provisions must be made by the Electrical Contractor to provide equivalent safety. Electrical Contractor must notify the local fire department of any non-operating systems.
  15. The Site Construction Work Contract will be responsible for de-watering all excavations pertaining to their scope of work for the duration that the excavations remain open.
  16. All personnel required to be on site shall at all times have all required personnel protective equipment on at all times.
  17. All personnel on site shall at all times have a photo ID displayed where visible. Those without will be removed from site at once. If the same individual fails to have the ID a second time they will be removed from site and not be allowed back on site.

1.15 TESTING

- A. Required testing and test procedures are indicated under each Division of the Technical Specifications. Other testing shall be performed per generally accepted standards.

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- B. The Architect shall reserve the right to require additional information as is deemed necessary to fully evaluate testing results.
- C. The Owner shall employ and pay for an independent testing and inspection agency for testing requirements of their work as assigned by this scope of work. All testing shall be per technical specification requirements. The Prime Contractor requiring testing will notify the Construction Manager twenty-four hours in advance of the required testing to allow for coordination and scheduling. Failure to give sufficient notice will require the prime contractor to pay for alternate testing to satisfy the specification.

1.16 WORK SEQUENCE

- A. The Work will be conducted to provide the least possible interference to the activities of the Owner's personnel.
- B. All contract scopes of work in unoccupied areas of work can be performed weekdays from 7:00 AM to 3:30 PM unless otherwise noted. Please see schedule for scheduled second shift work. Work cannot be performed in occupied areas. Work shall be scheduled off-hours, vacations and weekends for occupied areas. A Construction Manager Superintendent must be on site at all times that work is being performed. If a contractor fails to maintain the progress as indicated by the milestone schedule by no other fault but its own, and requires overtime to complete the work; the contractor shall make arrangements with the Construction Manager 24 hours in advance and pay for a Construction Manager's superintendent at \$125.00 per hour. In the event that the cause for delay is multi-contract, then the costs shall be distributed evenly among contracts. Advise the Construction Manager 48 hours prior to commencing work inside the building.
- C. Coordination of any utility and/or power interruption must be done with the Construction Manager. Shutdowns must occur during off-hours and on days when the building is not occupied by the owner.
- D. Construction access to the site shall be limited to those designated for contractor's personnel, equipment and deliveries by the Owner. Contractors' staging, parking and storage shall be coordinated by the Construction Manager.
- E. Each Contractor shall inspect the site and review the AHERA report on file for the presence of asbestos. Unless otherwise noted, there will be asbestos containing material in place that will require work to take place in the vicinity of, around and/or next to. Each prime contractor that will be working above ceilings, demolishing, in crawl spaces, boiler rooms and all other areas that may contain asbestos per the AHERA report, shall employ "Allied Trades: certified/licensed tradesman as part of the onsite workforce".

1.17 PROJECT MILESTONE SCHEDULE

- A. See the milestone schedule to be distributed via addendum.
- B. All Prime Contractors are required to submit a schedule based on the milestone dates to the Construction Manager for review and comment no later than 10 days after a Notice to Proceed for the work is issued.

1.18 ALLOWANCES

- A. See Specification Section 01 2100. Allowances are to be included in the base bid.

1.19 ALTERNATES

- A. The Contractor shall state where requested on the Bid Form the amount to be added to or deducted from the base bid for the alternates described in Section 01 2300 - Alternates.

END OF SECTION 01 1200

**PRE-ABATEMENT WORK NOTES:**

1. THESE DRAWINGS HAVE BEEN PREPARED BY UTILIZING THE OWNERS ORIGINAL CONSTRUCTION DOCUMENTS IN ORDER TO ILLUSTRATE THE EXISTING CONDITIONS OF THE SITE AND STRUCTURES THEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACTUAL VERIFICATION OF ALL EXISTING CONDITIONS IN THE FIELD.
2. THE CONTRACTOR SHALL DETERMINE EXACT FINAL LOCATIONS OF PERSONNEL AND WASTE DECONTAMINATION ENCLOSURES, PICK UP AREA FOR REFUSE AND ASBESTOS DEBRIS, THESE LOCATIONS SHALL BE REVIEWED AND PROPERLY APPROVED BY THE DISTRICT PRIOR TO COMMENCEMENT OF WORK. THIS CONTRACTOR SHALL ESTABLISH LABEL AND MAINTAIN PROPER EXITS AND WAYS OF DEPARTURE WITHIN EACH WORK AREA FOR NORMAL AND EMERGENCY USE BY WORKERS DURING ALL ABATEMENT.
3. THE CONTRACTOR, PRIOR TO BIDDING, SHALL BE RESPONSIBLE TO BECOME COMPLETELY FAMILIAR WITH ALL ASPECTS OF THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ALL DEMOLITION AND CONSTRUCTION WORK AS SHOWN IN THE COMPLETE SET OF DRAWINGS AND IN THE PROJECT MANUAL/SPECIFICATIONS, IN ORDER THAT THE FULL SCOPE OF WORK WHICH MAY ENCOUNTER ASBESTOS CONTAINING MATERIALS IS UNDERSTOOD AND ACCOUNTED FOR BY THE CONTRACTOR IN THIS PROJECT WHETHER OR NOT SHOWN IN THESE DOCUMENTS.

**ASBESTOS REMOVAL GENERAL NOTES:**

1. ASBESTOS ABATEMENT INDICATED ON THIS DRAWING SHALL BE PERFORMED BY A NYS DEPARTMENT OF LABOR LICENSED ASBESTOS CONTRACTOR, THAT SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND QUANTITIES PRIOR TO BID.
2. THE CONTRACTOR SHALL PERFORM ALL CONTRACT WORK IN ACCORDANCE WITH CONTRACT SPECIFICATIONS, NEW YORK STATE DEPARTMENT OF LABOR (NYSDDL) INDUSTRIAL CODE RULE 56, OSHA, NESHAPS, AHEA, NYSDEC AND ALL OTHER APPLICABLE CODES.
3. THE CONTRACTOR SHALL MAINTAIN THE SITE AS NEAT AS POSSIBLE AND ORDERLY DURING THE WORK. ALL LOOSE DEBRIS WHICH MAY BLOW OFF THE SITE SHALL BE COLLECTED AND DISPOSED OF PROPERLY BY THE CONTRACTOR ON A DAILY BASIS AS PART OF THE PROJECT.
4. THE CONTRACTOR SHALL PROVIDE BARRIERS AROUND THE WORK AREAS IN ORDER TO ENSURE SAFE PASSAGE BY ANY PERSON. THESE BARRIERS SHALL ALSO SERVE TO KEEP ALL UNAUTHORIZED PERSONS OUT THE PROJECT AREA FOR THE DURATION OF THE WORK.
5. VARIANCES: CONTRACTOR SHALL PAY FOR AND OBTAIN ANY NECESSARY SITE SPECIFIC VARIANCES.
6. THE CONTRACTOR SHALL MAINTAIN SECURITY IN THE BUILDING AND THE WORK AREAS AT ALL TIMES.
7. PROJECT STAGING, STORAGE, SCHEDULING AND ACCESS SHALL BE COORDINATED WITH AND APPROVED BY THE ARCHITECT, CM AND OWNER PRIOR TO PROCEEDING WITH WORK.
8. SHOULD IT BE NECESSARY, CONTRACTOR SHALL COORDINATE SHUT DOWN AND LOCK OUT OF THE ELECTRICAL POWER WITH OWNER'S POWER WITH OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.
9. ALL TEMPORARY POWER TO THE WORK AREA SHALL BE BROUGHT IN FROM OUTSIDE THE WORK AREA THROUGH A GROUND-FAULT CIRCUIT INTERRUPTER AT THE SOURCE.
10. CONTRACTOR SHALL COORDINATE HOOKUP OF WATER SERVICE FOR DECONTAMINATION PURPOSED WITH OWNER'S REPRESENTATIVE. WATER FOR THE DECONTAMINATION UNITS IS AVAILABLE FROM THE OWNER.
11. THE OWNER OR OWNER'S REPRESENTATIVE IS RESPONSIBLE TO CONTRACT FOR NYSDDL PROJECTS MONITORING/AIR SAMPLING TECHNICIAN SERVICES AS REQUIRED.
12. CONTRACTOR TO PROVIDE A COPY OF SDS'S FOR ANY CHEMICAL AGENTS TO BE USED DURING THE ASBESTOS ABATEMENT TO THE PROJECT MONITOR AND THE OWNER'S REPRESENTATIVE.
13. CONTRACTOR SHALL REQUEST AND RECEIVE PROJECT MONITOR AND OWNER'S REPRESENTATIVE APPROVAL OF ALL WORK BEFORE ANY ABATEMENT IS UNDERTAKEN.
14. UNDER NO CIRCUMSTANCES SHALL CONTAMINATED WASTE WATER BE FILTERED THOUGH A SYSTEM WITHOUT AT LEAST A 5.0 MICRON PARTICLE SIZE COLLECTION CAPABILITY.
15. DRAWINGS ATTEMPT TO INDICATE THE GENERAL SCOPE OF EXISTING CONDITIONS AND ITEMS EFFECTED BY THE ABATEMENT WORK. CONTRACTOR SHALL EXAMINE THE WORK AREA PRIOR TO BID AND SHALL INCLUDE FIELD VARIATIONS FROM THOSE SHOWN WITH IN THE GENERAL INTENT OF THE WORK.
16. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ASBESTOS CONTAINING MATERIALS CONTAINED WITHIN THE PROJECT AND ASSOCIATED WITH ALL PROJECT WORK, IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS AND ALL REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION.
17. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ASBESTOS CONTAINING MATERIALS CONTAINED WITHIN THE PROJECT AND ASSOCIATED WITH ALL PROJECT WORK, IN THE MOST EFFICIENT AND COST EFFECTIVE METHOD POSSIBLE, WHICH ALSO COMPLIES WITH THE REQUIREMENTS LISTED ABOVE.

**POST-ABATEMENT WORK NOTES:**

1. PROVIDE ALL APPLICABLE CODE RULE 56 PROCEDURES, CLEAN UP, AND ADDITIONAL TESTING AS REQUIRED.
2. PRIOR TO ABATEMENT, ALL CONTRACTORS WILL SURVEY EXISTING CONDITIONS IN THE ABATEMENT AND GENERAL WORK AREAS. ITEMS/MATERIALS/ETC. DAMAGED, OR NON-FUNCTIONAL SHALL BE LISTED, NOTED, PHOTOGRAPHED AND REVIEWED WITH THE PROJECT INSPECTOR. ALL OTHER ITEMS/MATERIALS SHALL BE REVIEWED WITH THE PROJECT INSPECTOR. ALL OTHER ITEMS/MATERIALS SHALL BE ASSUMED TO BE IN GOOD CONDITION AND GOOD WORKING ORDER. IT SHALL BE THE RESPONSIBILITY OF THE ABATEMENT CONTRACTOR TO MAINTAIN ALL MATERIALS, ITEMS, EQUIPMENT, SYSTEMS, ETC. IN ITS ORIGINAL CONDITION AND RETURN TO OWNER/GC, ETC. IN SAME CONDITION AT THE END OF THIS CONTRACT.
3. REMOVE ALL TEMPORARY ENCLOSURES, BARRIERS, ETC. REINSTALL ITEMS/WORK PREVIOUSLY REMOVED, ALL TAPE AND ADHESIVE RESIDUALS TO BE REMOVED. TEST AND REPAIR.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE AGAINST DAMAGE TO THE EXISTING WORK TO REMAIN IN PLACE. ANY DAMAGE TO SUCH WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ARCHITECT AND OWNER AT NO ADDITIONAL COST TO THE CONTRACT.
5. AT COMPLETION OF THE ABATEMENT WORK, A CONDITION SURVEY SHALL BE DONE BY ALL CONTRACTORS AND PROJECT INSPECTOR (SEE NOTE #2). ANY VARIATION (I.E. DAMAGE BY THE CONTRACTOR), AND OTHERWISE NOT INCLUDED AS PART OF THE RECONSTRUCTION WORK, SHALL BE REPAIRED/RESTORED BY THE ABATEMENT CONTRACTOR.
6. THE CONTRACTOR SHALL, UPON COMPLETION OF THE REMOVAL, PROVIDE WRITTEN DOCUMENTATION (INCLUDING ALL APPROPRIATE THIRD PARTY TESTING RESULTS) THAT THE PROJECT WORK AREAS ARE COMPLETELY FREE OF ALL ASBESTOS CONTAINING MATERIALS.
7. THE CONTRACTOR SHALL PROVIDE RECORDS OF ALL ASBESTOS CONTAINING MATERIALS REMOVED FROM THE SITE, INCLUDING THE COMPOSITION AND VOLUMES OF DISPOSED MATERIALS AND THE FINAL DISPOSAL SITE(S).

4	01-27-23	REVISONS	
3	01-12-23	SEC. ADDENDUM 2	
2	12-09-22	SEC. ADDENDUM 1	
1	10-28-22	BIDDING DOCUMENTS	
No.	Date	Revisions	



Drawn by	JP
Checked by	RL
Project No.	42051
Scale	N.T.S.
Date	10-28-22

<b>GREENMAN PEDERSEN, INC</b> <small>2 EXECUTIVE BUILDING, SUITE 202, SPRING, NY 10989</small>	Quality Environmental Solutions and Technologies, Inc. <small>1000 W. MAIN ST., SUITE 100, WATKINSVILLE, NY 13899</small>
Mechanical & Electrical Engineer	Environmental Consultants

**NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1**

HIGH SCHOOL: SD# 50-02-01-00-0-000-005  
 PRESS RAX (DRD): SD# 50-02-01-00-7-000-001  
 CONDUCTIONS-PRESS RAX (NBY): SD# 50-02-01-00-7-000-001  
 BELLEVILLE: SD# 50-02-01-00-7-000-001

COUNTY OF ROCKLAND  
 TOWN OF THUNDERBOLT  
 NEW YORK 10989

**MSA**

**MICHAEL SHUALE ARCHITECTS, L.L.P.**  
140 Park Avenue New York, NY 10066 Tel 845-708-3000  
 www.msa.com

**ASBESTOS ABATEMENT NOTES**  
 Drawing No. **AA-000**

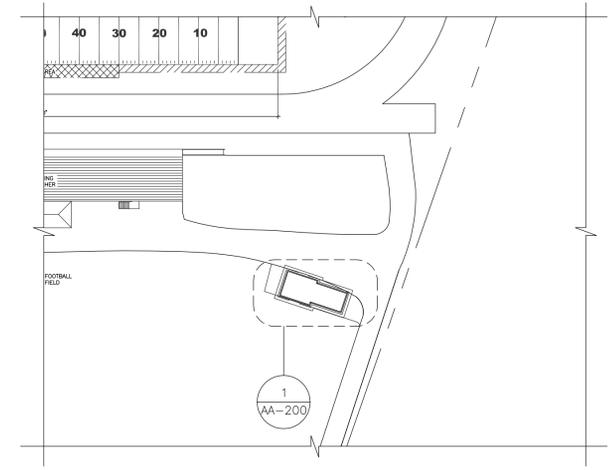
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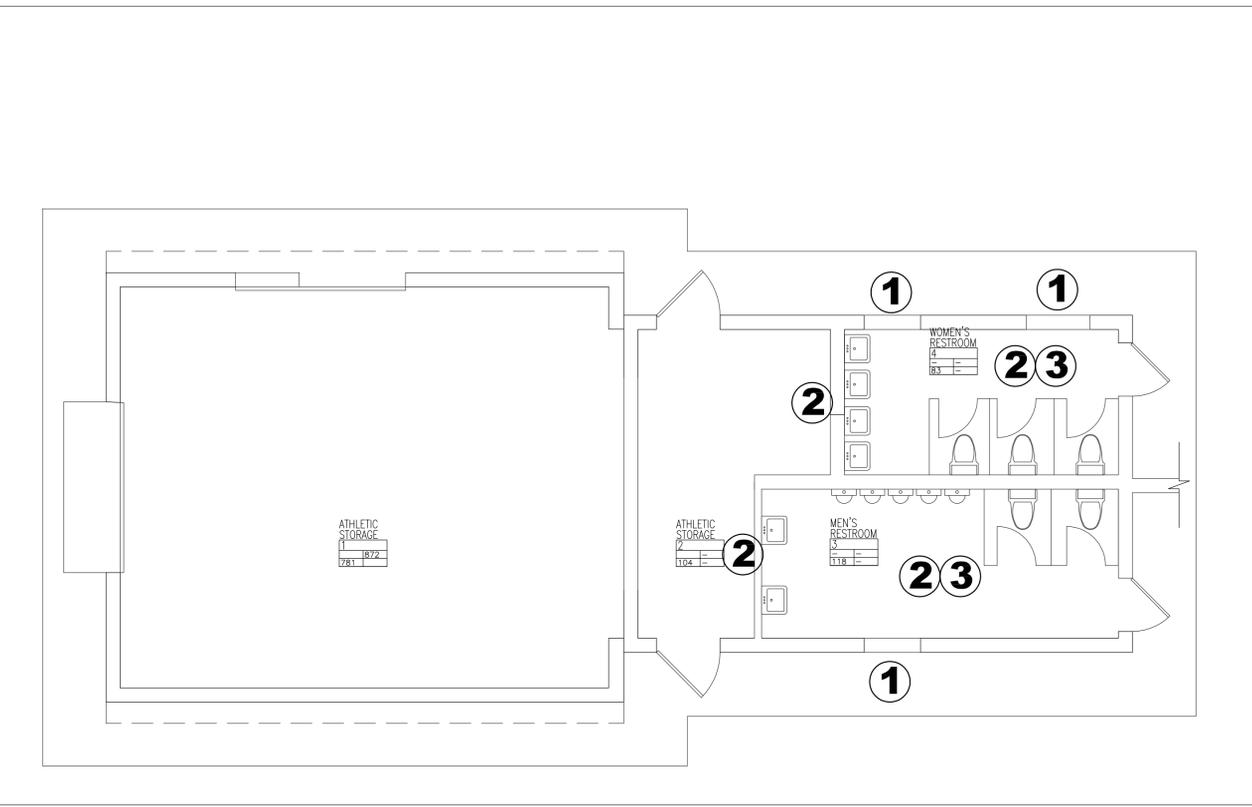
**ACM LEGEND:**

- 1** REMOVE AND DISPOSE OF ASBESTOS CONTAINING WINDOW GLAZING.
  - 2** REMOVE AND DISPOSE OF ASBESTOS CONTAINING TRANSITE WALLS AND/OR CEILINGS.
  - 3** REMOVE AND DISPOSE OF PRESUMED ASBESTOS CONTAINING PIPE INSULATION AND/OR MUDDED JOINT PACKING.
- \*SEE SECTION #3.17 FOR DETAILS\*

**ACM LEGEND**



**KEY PLAN**



**1 FIELDHOUSE ASBESTOS ABATEMENT PLAN**  
SCALE: N.T.S.



**NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1**  
 HIGH SCHOOL: SEQ# 00-00-01-00-0-000-005  
 PRESS BOX (DRUM): SEQ# 00-02-01-00-7-000-001  
 CONCESSIONS-PRESS BOX (NEP): SEQ# 00-02-01-00-7-000-001  
 CONCESSIONS-PRESS BOX (NEP): SEQ# 00-02-01-00-7-000-001  
 CONCESSIONS-PRESS BOX (NEP): SEQ# 00-02-01-00-7-000-001  
 COUNTY OF ROCKLAND  
 TOWN OF TILDEN  
 TILDEN, NY 10984



**FIELD HOUSE ASBESTOS ABATEMENT PLAN**  
 Drawing No. **AA-200**

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO ALTER AN ITEM IN ANY WAY.

Mechanical & Electrical Engineer:	GREENMAN PEDERSEN, INC 8 EXECUTIVE BUILDING, SUITE 400, SPRING, NY 10981
Environmental Consultants:	Quality Environmental Solutions and Technologies, Inc. 1000 WALKER ST. WATKINSVILLE, NY 13890

Drawn by	JP
Checked by	RL
Project No.	42051
Scale	N.T.S.
Date	10-28-22

No.	Date	Revisions
4	01-27-23	REVISIONS
3	01-12-23	SED ADDENDUM 2
2	12-09-22	SED ADDENDUM 1
1	10-28-22	BIDDING DOCUMENTS

# NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1

**NORTH ROCKLAND HIGH SCHOOL  
106 Hammond Road  
Thiells, NY 10984**

**HIGH SCHOOL: SED# 50-02-01-06-0-016-035**

**PRESS BOX (DEMO): SED# 50-02-01-06-7-026-001**

**CONCESSIONS-PRESS BOX (NEW): SED# 50-02-01-06-7-079-001**

**FIELDHOUSE: SED# 50-02-01-06-7-008-001**

**OWNER:**

**NORTH ROCKLAND  
CENTRAL SCHOOL DISTRICT  
65 CHAPEL STREET  
GARNERVILLE, NY 10923**

**ARCHITECT:**

**MICHAEL SHILALE ARCHITECTS, LLP  
140 Park Avenue  
New City, NY 10956**

**MEP ENGINEER:**

**GREENMAN-PEDERSEN, INC.  
2 Executive Boulevard, Suite 202,  
Suffern, NY 10901**

**LANDSCAPE ARCHITECT:**

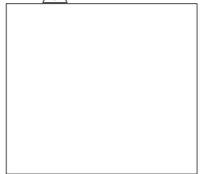
**THE LA GROUP  
179 Graham Road  
Ithaca, NY 14850**

DRAWING No.	DRAWING TITLE	DATE	DRAWING No.	DRAWING TITLE	DATE
A-000	COVER SHEET	01-27-23	A-211	CONCESSIONS/PRESS BOX BUILDING SECTIONS	01-27-23
A-001	LEGENDS, NOTES, UNIT PRICES, ALTS. & ALLOWANCES	01-27-23	A-212	CONCESSIONS/PRESS BOX WALL SECTIONS	03-06-23
B-110	CONCESSIONS/PRESS BOX CODE ANALYSIS	01-27-23	A-214	CONCESSION/PRESS BOX SECTIONS	01-27-23
B-111	CONCESSIONS/PRESS BOX 1ST FLOOR EGRESS PLAN	01-27-23	A-220	WEIGHT/LOCKER ROOM ELEVATIONS	01-27-23
B-112	CONCESSIONS/PRESS BOX 2ND FLOOR EGRESS PLAN	01-27-23	A-221	WEIGHT/LOCKER ROOM SECTIONS	01-27-23
B-120	WEIGHT ROOM/LOCKER ROOM CODE ANALYSIS	01-27-23	A-240	FIELDHOUSE ELEVATIONS	01-27-23
B-121	LOCKER ROOM EGRESS PLAN	01-27-23	A-241	FIELDHOUSE DETAILS	01-27-23
B-122	WEIGHT ROOM EGRESS PLAN	01-27-23	A-410	CONCESSIONS/PRESS BOX 1ST FL RCP	01-27-23
B-130	HIGH SCHOOL RTU CODE ANALYSIS	01-27-23	A-411	CONCESSIONS/PRESS BOX 2ND FL RCP	01-27-23
B-141	FIELDHOUSE EGRESS PLAN	01-27-23	A-420	WEIGHT ROOM REFLECTED CEILING PLAN	01-27-23
	BOUNDARY LINE AND TOPOGRAPHIC SURVEY (SHEET 1 OF 4)	01-27-23	A-421	LOCKER ROOM REFLECTED CEILING PLAN	01-27-23
	BOUNDARY LINE AND TOPOGRAPHIC SURVEY (SHEET 2 OF 4)	01-27-23	A-430	CEILING REMOVAL & INSTALLATION PLAN	01-27-23
	BOUNDARY LINE AND TOPOGRAPHIC SURVEY (SHEET 3 OF 4)	01-27-23	A-510	CONCESSIONS/PRESS BOX WINDOW ELEVATIONS	01-27-23
	BOUNDARY LINE AND TOPOGRAPHIC SURVEY (SHEET 4 OF 4)	01-27-23	A-510.1	CONCESSIONS/PRESS BOX WINDOW DETAILS	01-27-23
AA-000	ASBESTOS ABATEMENT NOTES	01-27-23	A-511	CONCESSIONS/PRESS BOX ROOF DETAILS	01-27-23
AA-100	WEIGHT ROOM ASBESTOS ABATEMENT PLAN	01-27-23	A-511.1	CONCESSIONS/PRESS BOX EPDM ROOF DETAILS	01-27-23
AA-200	FIELD HOUSE ASBESTOS ABATEMENT PLAN	01-27-23	A-512	CONCESSIONS/ PRESS BOX SECTION	01-27-23
C-100	SITE KEY PLAN	01-27-23	A-513	CONCESSIONS/ PRESS BOX DETAILS	03-06-23
C-101	SITE CODE COMPLIANCE PLAN	01-27-23	A-514	CONCESSIONS/ PRESS BOX EIFS DETAILS	01-27-23
C-102	SOIL EROSION AND SEDIMENT CONTROL PLAN	01-27-23	A-515	CONCESSIONS/ PRESS BOX EIFS DETAILS	01-27-23
C-103	SOIL EROSION AND SEDIMENT CONTROL NOTES & DETAILS	01-27-23	A-520	WEIGHT/LOCKER ROOM WINDOW SCHEDULE AND ELEVATION	01-27-23
C-200	SITE DEMOLITION PLAN	01-27-23	A-521	WEIGHT/LOCKER ROOM WINDOW DETAILS	01-27-23
C-201	ADD ALTERNATE SITE DEMOLITION PLAN	01-27-23	A-522	WEIGHT/LOCKER ROOM SHADE DETAILS	01-27-23
C-210	SITE LAYOUT PLAN	01-27-23	A-530	HIGH SCHOOL RTU ROOF DETAILS	01-27-23
C-211	SITE ENLARGEMENT PLAN	01-27-23	A-610	CONCESSIONS/PRESS BOX FINISH SCHEDULE	01-27-23
C-220	SITE GRADING AND DRAINAGE PLAN	01-27-23	A-611	CONCESSIONS/PRESS BOX DOOR SCHEDULE	01-27-23
C-230	SITE UTILITY PLAN	01-27-23	A-612	CONCESSIONS/PRESS BOX MEN'S ROOM INTERIOR ELEVATIONS	01-27-23
C-231	SITE UTILITY PLAN	01-27-23	A-613	CONCESSIONS/PRESS BOX WOMEN'S ROOM INTERIOR ELEVATIONS	01-27-23
C-232	SITE UTILITY PLAN	01-27-23	A-614	CONCESSIONS/PRESS BOX TOILET ROOM PLANS & INTERIOR ELEVATIONS	01-27-23
C-234	ADD ALTERNATE SITE UTILITY PLAN	01-27-23	A-620	WEIGHT/LOCKER ROOM FINISH SCHEDULE	01-27-23
C-240	SITE PLANTING PLAN	01-27-23	A-621	WEIGHT/LOCKER ROOM DOOR SCHEDULE	01-27-23
C-300	FIELD LINESTRIPING PLAN	01-27-23	A-640	FIELDHOUSE FINISH SCHEDULE	01-27-23
C-301	FIELD LINESTRIPING PLAN	01-27-23	A-641	FIELDHOUSE DOOR SCHEDULE	01-27-23
C-500	ATHLETIC FIELD DETAILS	01-27-23	A-690	PARTITION TYPE & DETAILS	01-27-23
C-501	ATHLETIC FIELD DETAILS	01-27-23	A-720	WEIGHT/LOCKER ROOM FLOORING PLAN	01-27-23
C-502	SITE DETAILS	01-27-23	A-721	WEIGHT/LOCKER ROOM EQUIPMENT PLAN	01-27-23
C-503	SITE DETAILS	01-27-23	M-090	PROJECT WIDE MECHANICAL NOTES, SYMBOLS, LEGEND & ABBREV.	01-27-23
C-504	SITE UTILITY DETAILS	01-27-23	M-010	CONCESSIONS/PRESS BOX MECHANICAL NOTES AND SCHEDULES	01-27-23
C-505	SITE UTILITY DETAILS	01-27-23	M-020	WEIGHT/LOCKER ROOM MECHANICAL NOTES AND SCHEDULES	01-27-23
CE-001	ELECTRICAL SYMBOLS, GENERAL NOTES, SCHEDULES, & ABBREV.	01-27-23	M-021	WEIGHT/LOCKER ROOM CONTROL DIAGRAM	01-27-23
CE-002	ELECTRICAL SITE PLAN	01-27-23	M-030	HIGH SCHOOL RTU MECHANICAL NOTES AND SCHEDULES	01-27-23
CE-003	ELECTRICAL SITE LIGHTING PLAN	01-27-23	M-031	HIGH SCHOOL RTU MECHANICAL CONTROL DIAGRAM	01-27-23
CE-110	ELECTRICAL ATHLETIC FIELD LIGHTING AND POWER PLAN	01-27-23	MD-120	WEIGHT/LOCKER ROOM MECHANICAL DEMO PLANS	01-27-23
CE-410	ELECTRICAL EQUIPMENT LAYOUT RISER DIAGRAM	01-27-23	MD-121	WEIGHT/LOCKER ROOM MECHANICAL DEMO ROOF PLANS	01-27-23
CE-510	ELECTRICAL DETAILS SHEET #1	01-27-23	MD-130	HIGH SCHOOL RTU MECHANICAL DEMO PLANS	01-27-23
CE-511	ELECTRICAL DETAILS SHEET #2	01-27-23	M-110	CONCESSIONS/PRESS BOX MECHANICAL FLOOR PLANS	01-27-23
CE-512	ELECTRICAL DETAILS SHEET #3	01-27-23	M-120	WEIGHT/LOCKER ROOM MECHANICAL FLOOR PLANS	01-27-23
CE-513	ELECTRICAL DETAILS SHEET #4	01-27-23	M-121	WEIGHT/LOCKER ROOM MECHANICAL ROOF PLANS	01-27-23
D-110	CONCESSIONS/PRESS BOX DEMO PLAN	01-27-23	M-130	HIGH SCHOOL RTU MECHANICAL ROOF PLANS	01-27-23
D-120	WEIGHT ROOM DEMO PLAN	01-27-23	M-131	LOCKER ROOM PART PLAN	01-27-23
D-121	LOCKER ROOM DEMO PLAN	01-27-23	M-510	CONCESSION/PRESS BOX MECHANICAL DETAILS	01-27-23
D-140	FIELDHOUSE DEMO PLAN	01-27-23	M-511	CONCESSION/PRESS BOX MECHANICAL DETAILS	01-27-23
SD-140	GRANDSTAND DEMO PLAN	01-27-23	M-520	WEIGHT ROOM MECHANICAL DETAILS	01-27-23
S-010	STRUCTURAL NOTES, LEGEND, & ABBREVIATIONS	01-27-23	M-521	WEIGHT ROOM MECHANICAL DETAILS	01-27-23
S-110	CONCESSION STRUCTURAL PLANS	01-27-23	M-530	HIGH SCHOOL RTU MECHANICAL DETAILS	01-27-23
S-111	PRESS BOX STRUCTURAL PLANS	01-27-23	E-090	GENERIC/PROJECT WIDE ELECTRICAL SYMBOLS AND NOTES	01-27-23
S-120	WEIGHT ROOM & LOCKER ROOM ROOF FRAMING PLANS	01-27-23	ED-110	CONCESSIONS/PRESS BOX ELECTRICAL DEMO PLANS	01-27-23
S-130	HIGH SCHOOL ROOF PARTIAL FRAMING PLANS	01-27-23	ED-120	WEIGHT/LOCKER ROOM ELECTRICAL DEMO PLANS	01-27-23
S-140	GRANDSTAND CONSTRUCTION PLAN	01-27-23	ED-130	HIGH SCHOOL RTU ELECTRICAL DEMO PLANS	01-27-23
S-150	RAMPS FOOTINGS	01-27-23	ED-140	FIELDHOUSE ELECTRICAL DEMO PLANS	01-27-23
S-160	VISITOR GRANDSTAND	01-27-23	E-110	CONCESSIONS/PRESS BOX ELECTRICAL FLOOR PLANS	01-27-23
S-510	STRUCTURAL DETAILS	01-27-23	E-120	WEIGHT ROOM ELECTRICAL FLOOR PLANS	01-27-23
S-511	PRESS BOX STRUCTURAL DETAILS	01-27-23	E-121	LOCKER ROOM ELECTRICAL FLOOR PLANS	01-27-23
S-512	HIGH SCHOOL ROOF STRUCTURAL DETAILS	01-27-23	E-130	HIGH SCHOOL RTU ELECTRICAL FLOOR PLANS	01-27-23
S-513	GRANDSTAND SECTIONS	01-27-23	E-140	FIELDHOUSE ELECTRICAL FLOOR PLANS	01-27-23
S-514	GRANDSTAND ELEVATIONS	01-27-23	E-410	CONCESSION/PRESS BOX ELEC. RISER DIAGRAM & SCHEDULE	01-27-23
S-515	GRANDSTAND SECTION	01-27-23	E-420	WEIGHT/LOCKER RM ELECTRICAL RISER DIAGRAM & SCHEDULE	01-27-23
A-110	CONCESSIONS/PRESS BOX FIRST FLOOR PLAN	01-27-23	E-440	FIELDHOUSE ELECTRICAL SCHEDULES	01-27-23
A-111	CONCESSIONS/PRESS BOX SECOND FLOOR PLAN	01-27-23	E-520	WEIGHT/LOCKER RM ELECTRICAL DETAILS	01-27-23
A-112	CONCESSIONS/PRESS BOX ROOF PLAN	01-27-23	P-010	PLUMBING LEGEND, ABBREVIATIONS AND NOTES	01-27-23
A-120	WEIGHT ROOM FLOOR PLAN	01-27-23	P-011	PLUMBING SCHEDULES	01-27-23
A-121	LOCKER ROOM FLOOR PLAN	01-27-23	P-110	PLUMBING FLOOR PLAN - NEW WORK	01-27-23
A-122	WEIGHT ROOM ROOF PLAN	01-27-23	P-111	PLUMBING ROOF PLAN - NEW WORK	01-27-23
A-123	LOCKER ROOM ROOF PLAN	01-27-23	P-120	PLUMBING FIRST FLOOR PLAN - ANNEX	01-27-23
A-130	HIGH SCHOOL RTU ROOF PLAN	01-27-23	P-510	PLUMBING DETAILS	01-27-23
A-131	HS RTU EXT'G SOLAR PV ROOF PLAN	01-27-23	P-511	PLUMBING DETAILS	01-27-23
A-140	FIELDHOUSE FLOOR PLAN	01-27-23	P-512	PLUMBING DETAILS	01-27-23
A-210	CONCESSIONS/PRESS BOX ELEVATIONS	01-27-23	FA-110	CONCESSIONS/PRESS BOX FIRE ALARM PLANS	01-27-23

## LIST OF DRAWINGS



No.	Date	Revisions
1	10-28-22	BIDDING DOCUMENTS
2	12-09-22	SED ADDENDUM 1
3	01-12-23	SED ADDENDUM 2
4	01-27-23	REVISIONS
5	03-06-23	ADDENDUM 1



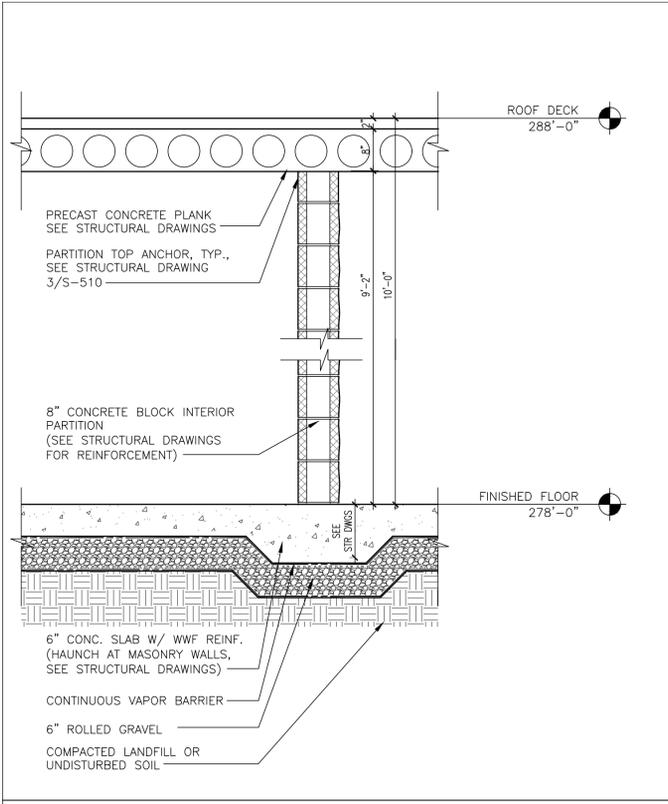
Drawn by	MAL/JR
Checked by	MS/JC
Project No.	42051
Scale	AS NOTED
Date	07-29-22

Mechanical & Electrical Engineer:	GREENMAN PEDERSEN, INC. STATE REG. NO. 1000
Structural Engineer:	

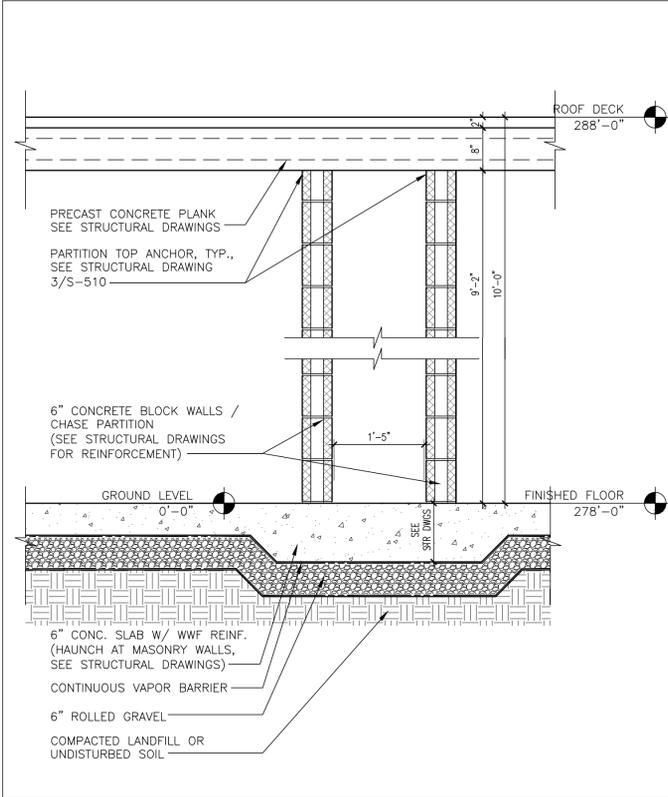
**NORTH ROCKLAND  
HIGH SCHOOL  
PROJECTS - PHASE 1**  
HIGH SCHOOL: SED# 50-02-01-06-0-016-035  
PRESS BOX (DEMO): SED# 50-02-01-06-7-026-001  
CONCESSIONS-PRESS BOX (NEW): SED# 50-02-01-06-7-079-001  
FIELDHOUSE: SED# 50-02-01-06-7-008-001  
106 Hammond Road  
Thiells, NY 10984  
COUNTY OF ROCKLAND

**MSA**  
MICHAEL SHILALE ARCHITECTS, LLP  
140 Park Avenue New City, NY 10956  
Tel 845-705-9200  
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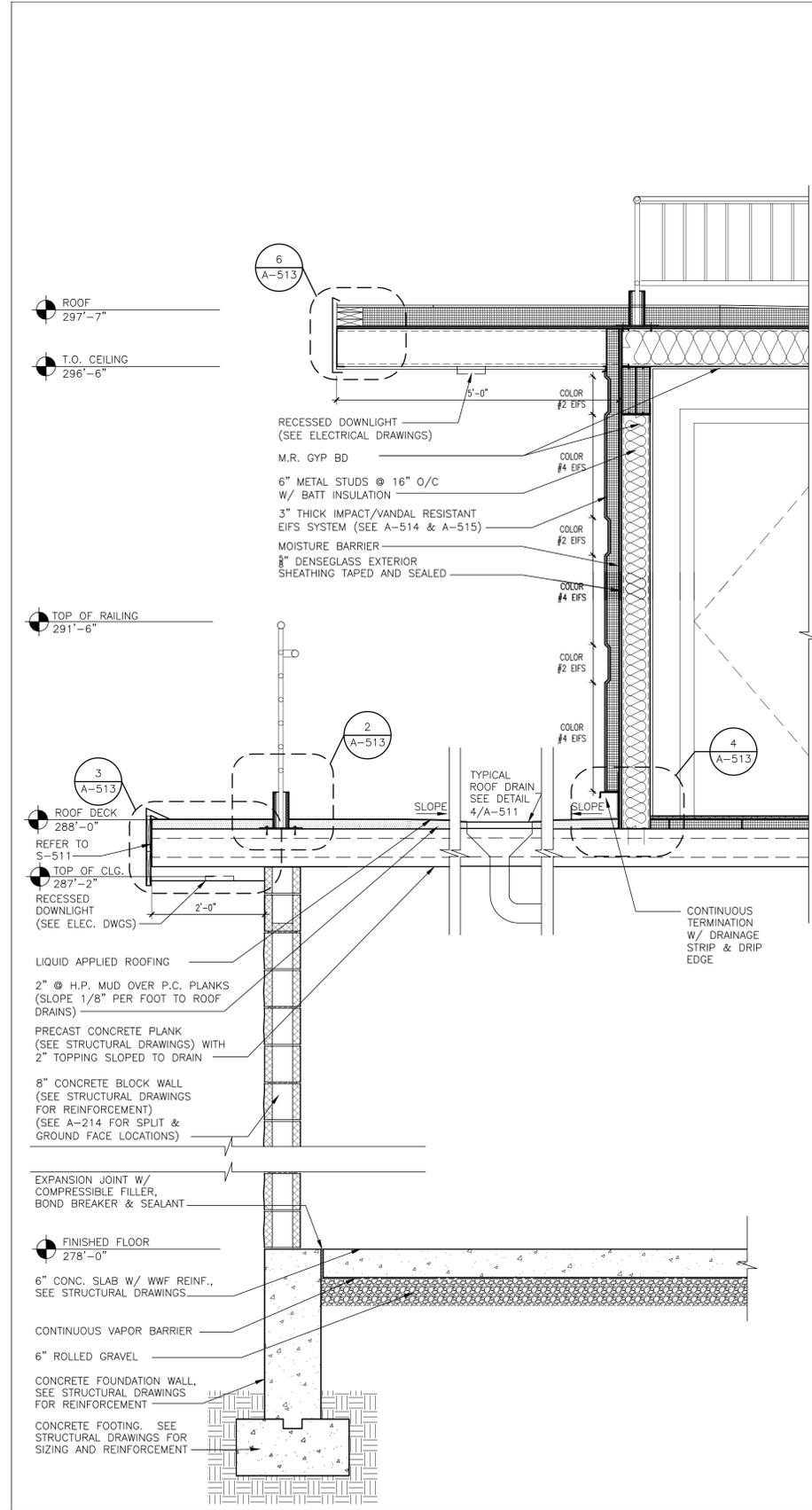
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Drawing Title  
**COVER SHEET**  
Drawing No.  
**A-000**



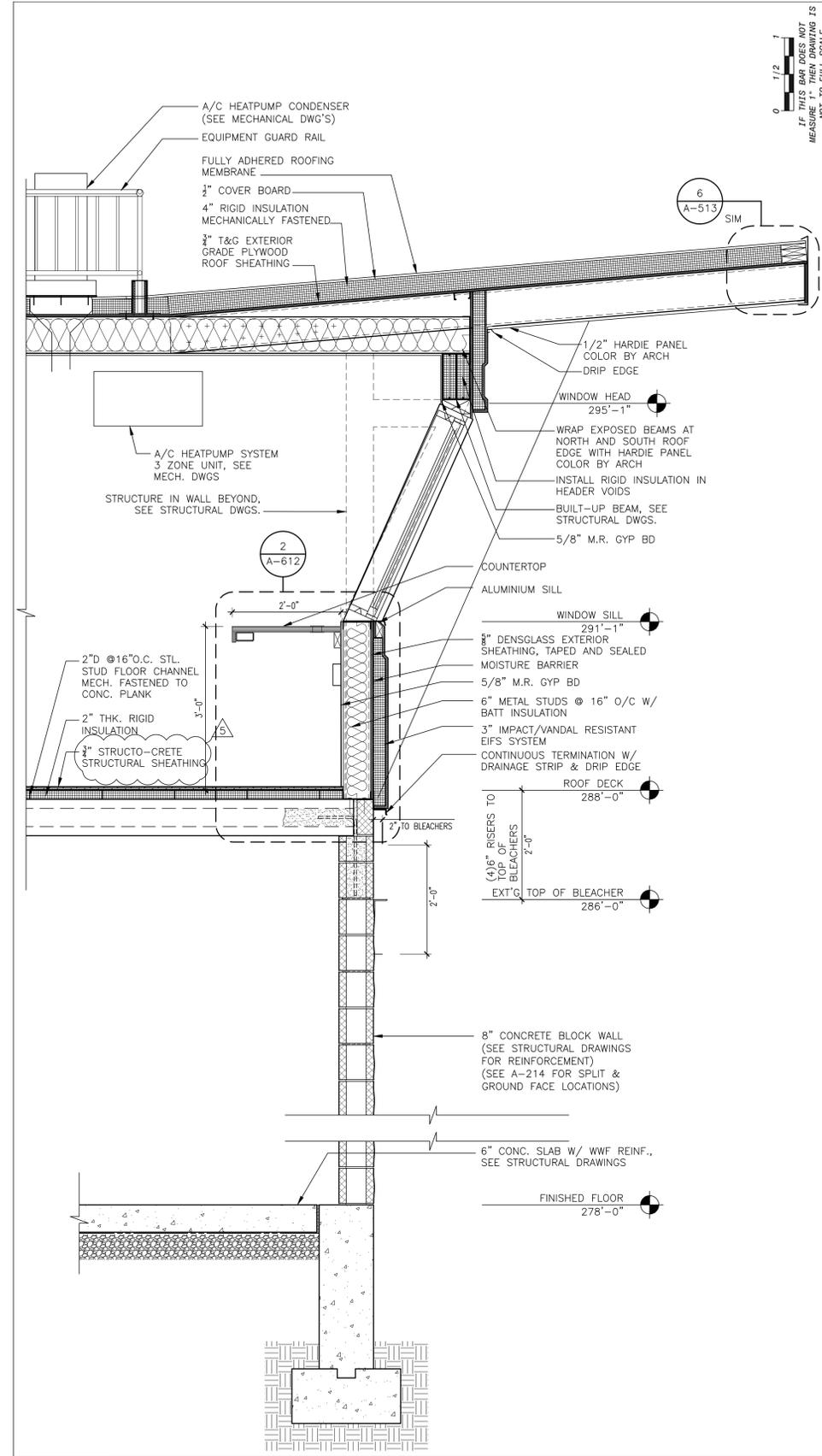
**3 WALL SECTION**  
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**2 WALL SECTION**  
SCALE: 3/4"=1'-0"



**1 WALL SECTION**  
SCALE: 3/4"=1'-0"



**4 WALL SECTION**  
SCALE: 3/4"=1'-0"

0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

5	03-06-23	ADDENDUM 1		
4	01-27-23	REVISIONS		
3	01-12-23	3RD ADDENDUM 2		
1	10-28-22	BIDDING DOCUMENTS		
No.	Date			Revisions

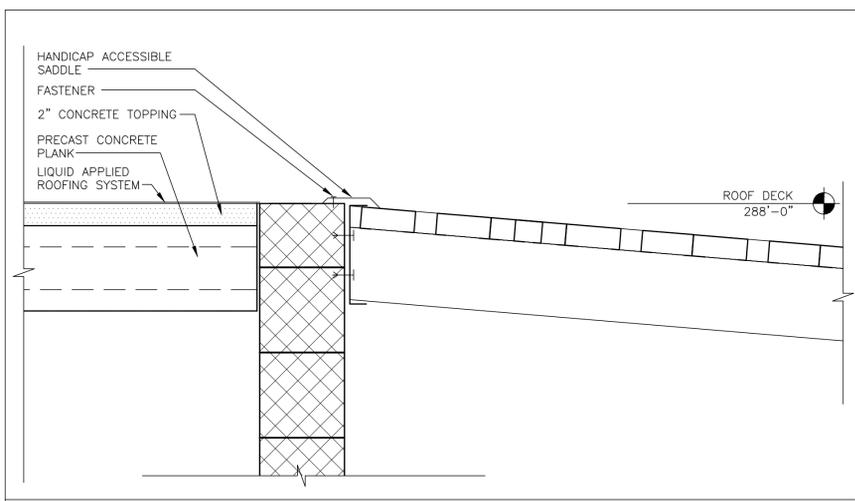
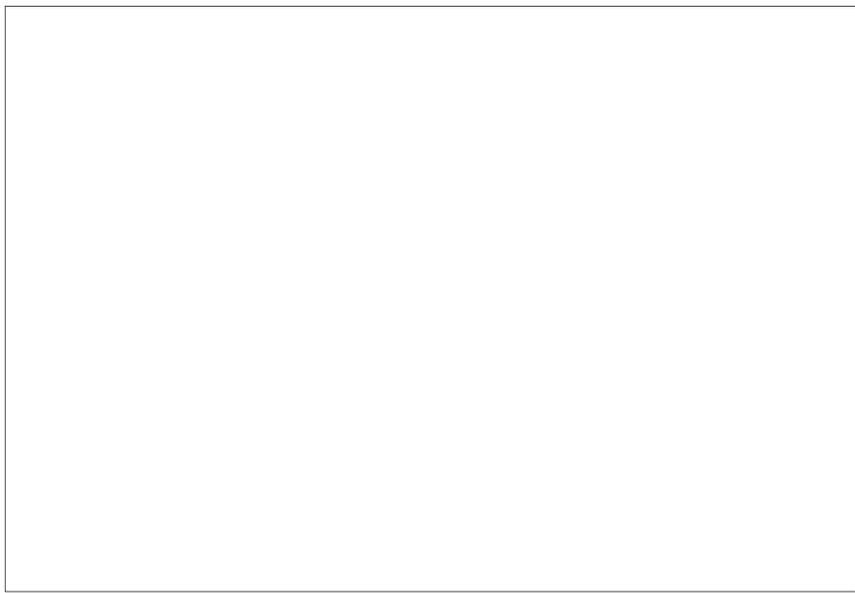
CP	Drawn by	
MS/JC	Checked by	
42051	Project No.	
AS NOTED	Scale	
06-24-22	Date	

GREENMAN PEDERSEN, INC	MECHANICAL & ELECTRICAL ENGINEER
STATE OFF. SUPPERS, NY 10001	
	STRUCTURAL ENGINEER

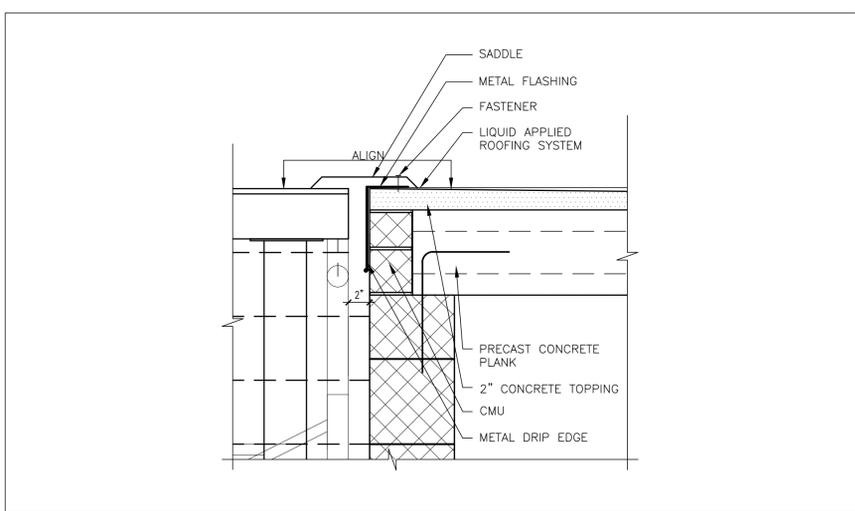
**NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1**  
HIGH SCHOOL SS# 30-02-01-06-0-016-035  
PRESS BOX (DOB#): SS# 90-02-01-06-7-038-001  
PRESS BOX (DOB#): SS# 90-02-01-06-7-039-001  
CONCRESSIONS: SS# 90-02-01-06-2-040-001  
108 Haverhill Rd.  
Troy, NY 12184  
COUNTY OF ROCKLAND



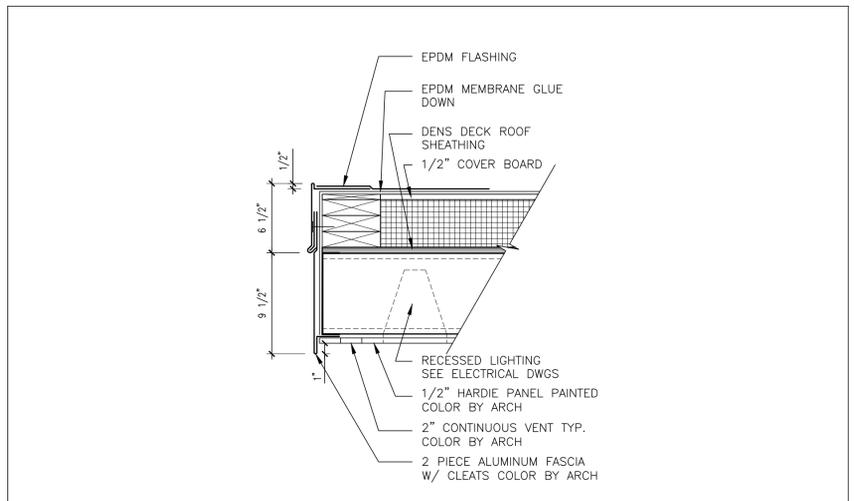
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Drawing Title: **CONCRESSIONS/ PRESS BOX WALL SECTIONS**  
Drawing No.: **A-212**



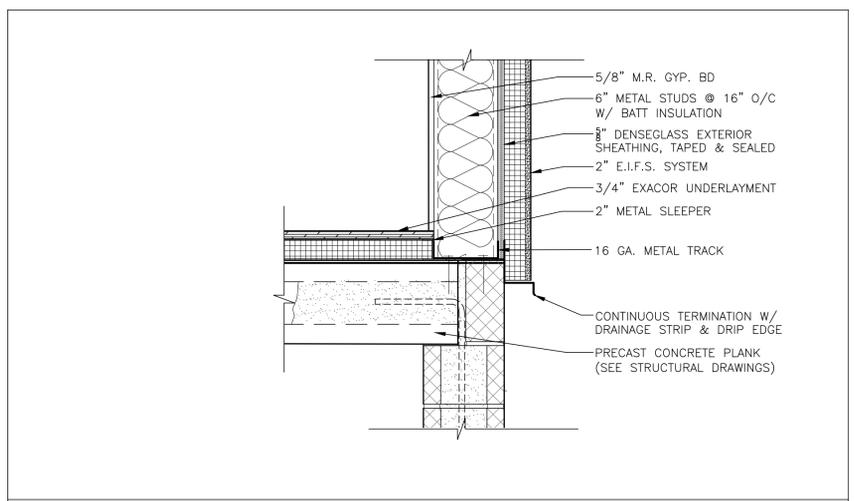
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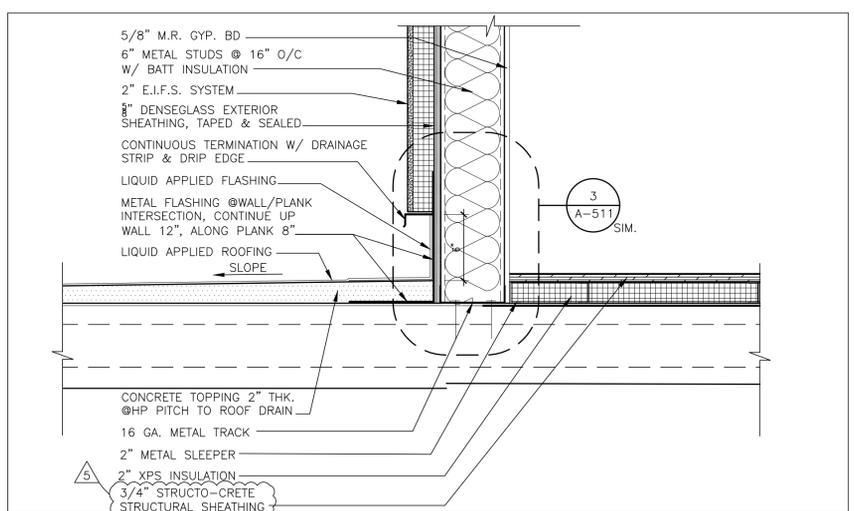
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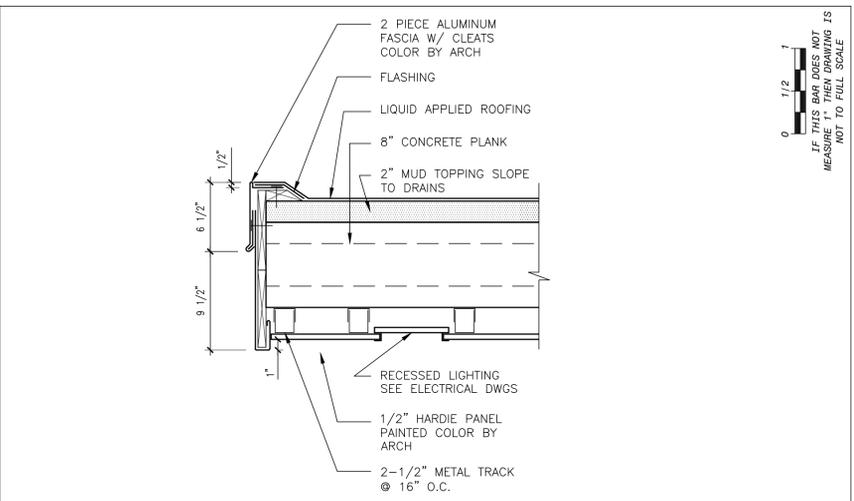
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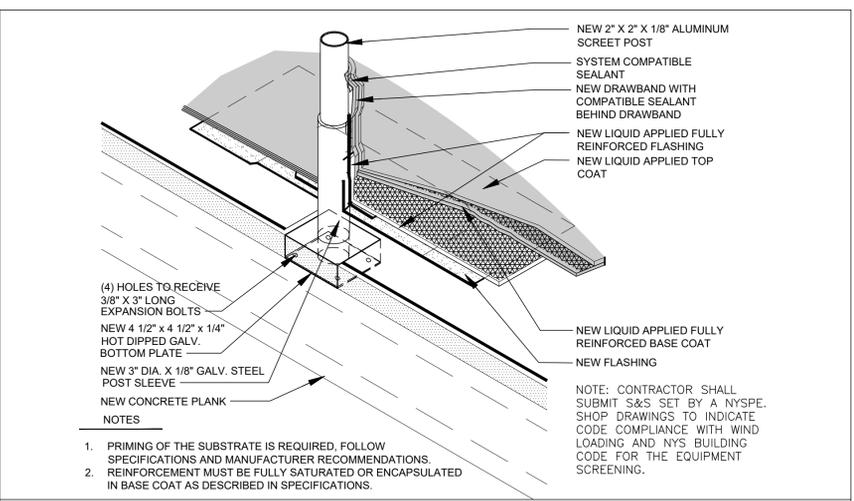
**5 PRESS BOX BASE DETAIL @ BLEACHER SIDE**  
SCALE: 1-1/2"=1'-0"



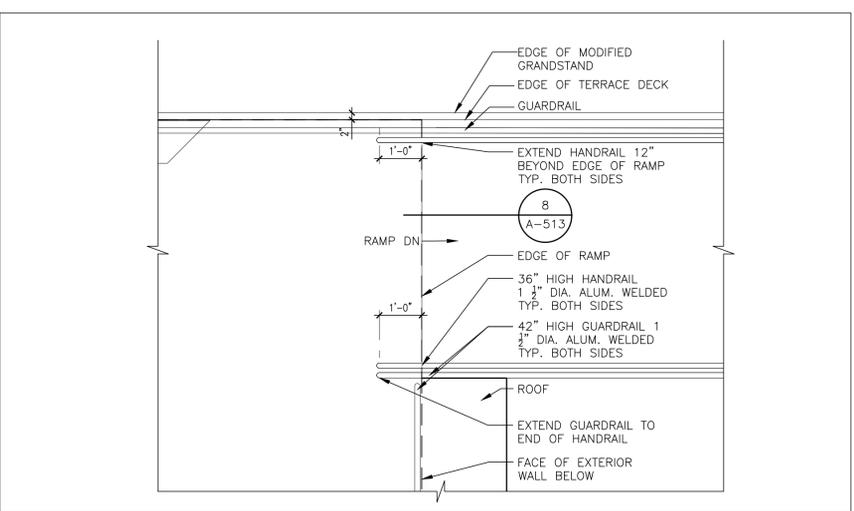
**4 CURB DETAIL @ PRESS BOX PERIMETER (TYP.)**  
SCALE: 1-1/2"=1'-0"



**3 FIRST FLOOR FASCIA DETAIL**  
SCALE: 1-1/2"=1'-0"



**2 PARAPET RAILING DETAIL DETAIL**  
SCALE: N.T.S.



**1 PLAN DETAIL @ RAMP**  
SCALE: 1/2"=1'-0"



IF THIS BAR DOES NOT MEASURE 1', THEN DRAWING IS NOT TO FULL SCALE

No.	Date	Revisions
5	03-06-23	ADDENDUM 1
4	01-27-23	REVISIONS
3	01-12-23	ADDENDUM 2
1	10-28-22	BIDDING DOCUMENTS

Drawn by	CP
Checked by	MS/JC
Project No.	42051
Scale	AS NOTED
Date	08-30-22

Mechanical & Electrical Engineer:	<b>GREENMAN PEDERSEN, INC.</b> 400 BELLAIR AVENUE MONTELEONE, NY 10901
Structural Engineer:	---

**NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1**  
HIGH SCHOOL: SDNY 00-02-01-06-0-006-005  
PRESS BOX: SDNY 00-02-01-06-0-007-001  
BLEACHERS: SDNY 00-02-01-06-0-008-001  
100 Bannock Rd.  
Thiells, NY 10984  
TOWN OF HAVERTOWN  
COUNTY OF ROCKLAND



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Drawing Title: **CONCRESSIONS/ PRESS BOX DETAILS**  
Drawing No.: **A-513**

# DRAFT AIA® Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**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)

«[North Rockland High School Projects - Phase I](#)»  
«[North Rockland High School](#)»  
«»

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

«»  
«»  
«»  
«»

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.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT B DETERMINATION OF THE COST OF THE WORK

### 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 Modifications, 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 DATES OF 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 of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« »

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

Portion of Work	Substantial Completion Date
« »	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(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: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
« »	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, 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 one of the following:

(Check the appropriate box.)

[  ] Stipulated Sum, in accordance with Section 4.2 below

[  ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[  ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
« »	

§ 4.2.2.2 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
<< >>		

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

Item	Price
<< >>	

**§ 4.2.4** 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)
<< >>		

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

**§ 4.3.1** The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

**§ 4.3.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

<< >>
-------

**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>
-------

**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>
-------

**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed << >> percent (<< >> %) of the standard rental rate paid at the place of the Project.

**§ 4.3.6** 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)
<< >>		

**§ 4.3.7** The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

**§ 4.4.1** The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

**§ 4.4.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

<< >>
-------

**§ 4.4.3** The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>
-------

**§ 4.4.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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)
<>		

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed <> (\$ <> ), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
<>	

§ 4.4.7.2.2 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
<>		

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
<>	

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

*(Identify each assumption.)*

<< >>

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*

<< >>

§ 4.6 Other:

*(Insert provisions for bonus, cost savings 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 Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 Construction Manager 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 Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Construction Manager receives the Application for Payment.

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

### **§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** 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 Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** 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.

**§ 5.1.4.3** In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.4.3.1** 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.

**§ 5.1.4.3.2** 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 A232–2019;
- .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 A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

**§ 5.1.5.3** In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.5.3.1** The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 5.1.5.3.2** 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 A232-2019;
- .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 A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 5.1.5.6** 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.

**§ 5.1.5.7** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 5.1.6.2** 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

**§ 5.1.6.2.1** The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.6.2.2** The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 5.1.6.2.3** When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

**§ 5.1.6.3** 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.4** In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.4.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 5.1.6.4.2** 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 A232-2019;
- .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 A232–2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.6.5** The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.6.6** In taking action on the Contractor’s Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

**§ 5.1.6.7** 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.

**§ 5.1.6.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to when the Work of this Contract is substantially complete, 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 when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

« »

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:

*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

« »

**§ 5.2 Final Payment**

**§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.2.1.1** 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

« »

**§ 5.2.2**

**Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**

**§ 5.2.2.1** 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

« »

**§ 5.3** 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 Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 A232–2019, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[  ] 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 Where the Contract Sum is a Stipulated Sum**

**§ 7.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

**§ 7.1.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, 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.)*

« »

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

### **§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**

#### **§ 7.2.1 Termination**

**§ 7.2.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

#### **§ 7.2.1.2 Termination by the Owner for Cause**

**§ 7.2.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- 1** Take the Cost of the Work incurred by the Contractor to the date of termination;
- 2** Add the Contractor’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3** Subtract the aggregate of previous payments made by the Owner; and
- 4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

**§ 7.2.1.2.2** When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

**§ 7.2.1.2.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

#### **§ 7.2.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, 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.)*

<< >>

**§ 7.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2019 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)*

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**§ 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 A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, 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 A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, 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 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**§ 8.8 Other provisions:**

« »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .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 A132™–2019, Exhibit B, Determination of the Cost of the Work

[  ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
*(Insert the date of the E235-2019 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 A232–2019 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 is entered into as of the day and year first written above.

<>  
 \_\_\_\_\_  
**OWNER** (Signature)  
 \_\_\_\_\_  
 <><>  
 \_\_\_\_\_  
 (Printed name and title)

<>  
 \_\_\_\_\_  
**CONTRACTOR** (Signature)  
 \_\_\_\_\_  
 <><>  
 \_\_\_\_\_  
 (Printed name and title)



# DRAFT AIA® Document A132® – 2019

## Exhibit A

### ***Insurance and Bonds***

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

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

«[North Rockland High School Projects - Phase I](#)»  
«[North Rockland High School](#)»

**THE OWNER:**  
(Name, legal status, and address)

«»  
«»

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

«»  
«»

#### **TABLE OF ARTICLES**

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

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™-2019, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

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

##### **§ A.2.2 Liability Insurance**

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

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

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

This document is intended to be used in conjunction with AIA Document A232™-2019, General Conditions of the Contract for Construction. Article 11 of A232™-2019 contains additional insurance provisions

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**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
<< >>	

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

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

Coverage	Sub-Limit
<< >>	

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

**§ A.2.4 Optional Extended Property Insurance.**

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

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

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

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

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

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

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

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

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

### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

« »

[ « » ] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

« »

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

« »

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

« »

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

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

[  ] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[  ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[  ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[  ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[  ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[  ] **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

« »

#### § A.3.4 Performance Bond and Payment Bond

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

*(Specify type and penal sum of bonds.)*

**Type**

Payment Bond

**Penal Sum (\$0.00)**

« »



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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

<< >>



# DRAFT AIA® Document A132® - 2019

## Exhibit B

### *Determination of the Cost of the Work*

**for the following Project:**

*(Name, location, and brief description)*

«[North Rockland High School Projects - Phase I](#)»  
«[North Rockland High School](#)»  
« »

**THE OWNER:**

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

« »  
« »  
« »  
« »

**THE CONTRACTOR:**

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

« »  
« »  
« »  
« »

**THE CONSTRUCTION MANAGER:**

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

« »  
« »  
« »  
« »

**THE ARCHITECT:**

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

« »  
« »  
« »  
« »

### **ARTICLE B.1 CONTROL ESTIMATE**

**§ B.1.1** Where the Contract Sum is based on the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 4.1 of the Agreement, the Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate, for the Owner's review and acceptance. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect Changes in the Work.

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

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

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**§ B.1.2** The Control Estimate shall include

- .1 the documents enumerated in Article 1 of the Agreement, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under B.1.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 schedules, upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- .5 contingencies for further development of design and construction as required by Section B.1.4.

**§ B.1.3** The Contractor shall meet with the Owner and Construction Manager to review the Control Estimate. In the event that the Owner or Construction Manager discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ B.1.4** To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

**§ B.1.5** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Construction Manager with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner in writing, through the Construction Manager, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ B.1.6** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner, Architect, and Construction Manager of any inconsistencies between the Control Estimate and the revised Contract Documents.

**ARTICLE B.2 COSTS TO BE REIMBURSED**

**§ B.2.1 Cost of the Work**

**§ B.2.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article B.2.

**§ B.2.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

**§ B.2.1.3** Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

**§ B.2.2 Labor Costs**

**§ B.2.2.1** Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ B.2.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ B.2.2.2.1** Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

« »

**§ B.2.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories or workshops, or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ B.2.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3.

**§ B.2.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ B.2.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ B.2.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ B.2.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ B.2.4.2** Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ B.2.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ B.2.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ B.2.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section B.2.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ B.2.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ B.2.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ B.2.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### **§ B.2.6 Miscellaneous Costs**

**§ B.2.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ B.2.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ B.2.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ B.2.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ B.2.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§ B.2.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A232™-2019, or by other provisions of the Contract Documents, and which do not fall within the scope of Section B.2.7.3.

**§ B.2.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ B.2.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect, as required by Article 3 of AIA Document A232™-2019. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

**§ B.2.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ B.2.6.7** Costs of document reproductions and delivery charges.

**§ B.2.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ B.2.6.9** Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ B.2.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ B.2.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## **§ B.2.7 Other Costs and Emergencies**

**§ B.2.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ B.2.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property as provided in article 10 of AIA Document A232-2019.

**§ B.2.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## **§ B.2.8 Related Party Transactions**

**§ B.2.8.1** For purposes of this Section B.2.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ B.2.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner and the Construction Manager of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article B.5. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article B.5.

## **ARTICLE B.3 COSTS NOT TO BE REIMBURSED**

**§ B.3.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section B.2.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article B.2;
- .5 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
- .6 Except as provided in Section B.2.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article B.2; and
- .8 Where a Guaranteed Maximum Price is part of the Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE B.4 DISCOUNTS, REBATES AND REFUNDS**

**§ B.4.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ B.4.2** Amounts that accrue to the Owner in accordance with Section B.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE B.5 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ B.5.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor’s own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Construction Manager, Architect, and Owner, with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor’s list of proposed subcontractors and suppliers and, in consultation with the Construction Manager and Architect, object to any subcontractor or supplier. Any advice of the Construction Manager or Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ B.5.2** When a Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ B.5.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article B.6, below.

**§ B.5.4** Where the Contract Sum is based upon the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, the Contractor shall prepare, for the Construction Manager and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

## **ARTICLE B.6 ACCOUNTING RECORDS**

**§ B.6.1** The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and the Construction Manager. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

**§ B.6.2** When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner, through the Construction Manager, a final accounting of the Cost of the Work.

**§ B.6.3** Within 30 days after the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager and Architect that it will not conduct an audit.

**§ B.6.3.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Construction Manager and Architect.

**§ B.6.3.2** Within seven days after receipt of the written report described in Section B.6.3.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 5.2 of the Agreement have been met, the Architect will either issue to the Owner, through the Construction Manager, a final Certificate for Payment, with a copy to the Contractor, or notify the Contractor, Construction Manager, and Owner, in writing, of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A232-2019. The time periods stated in this Section B.6.3.2 supersede those stated in Article 9 of AIA Document A232-2019. Neither the Architect, nor the Construction Manager, is responsible for verifying the accuracy of the Contractor's final accounting.

**§ B.6.3.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A232-2019. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the final

Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the final Certificate for Payment.

**§ B.6.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article B.2, and not excluded by Article B.3, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If adjustments to the Contract Sum are provided for in Section 4.6 of the Agreement, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section B.6.4 in determining the net amount to be paid by the Owner to the Contractor.



# DRAFT AIA® Document A232® – 2019

## General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

### for the following PROJECT:

(Name, and location or address)

«North Rockland High School Projects - Phase I»  
«North Rockland High School»

### THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« »« »  
« »

### THE OWNER:

(Name, legal status, and address)

« »« »  
« »

### THE ARCHITECT:

(Name, legal status, and address)

« »« »  
« »

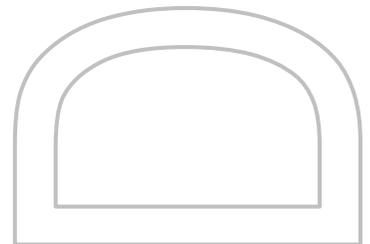
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## ARTICLE 1 GENERAL PROVISIONS

### § 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.

**§ 1.1.5 Contractors.** Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

**§ 1.1.6 Separate Contractors.** Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

**§ 1.1.7 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.

**§ 1.1.8 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.

**§ 1.1.9 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.

**§ 1.1.10 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 Construction Manager and the Architect do 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. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

**§ 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** The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.4** If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

**§ 2.3.5** 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.

**§ 2.3.6** 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.

**§ 2.3.7** 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.

**§ 2.3.8** The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

#### **§ 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 review by the Construction Manager and prior approval of the Architect, and the Construction Manager or 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 Construction Manager's and Architect's and their respective consultants' 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 Construction Manager or Architect in their 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 2.3.5, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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, the Construction Manager, and the 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. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager 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 the Project 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, in consultation with the Construction Manager, 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, Construction Manager, 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 Construction Manager or 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 or portions thereof 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 Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, 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, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager 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, Construction Manager, 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, and the Construction Manager's use in developing the Project schedule, 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. The Contractor shall cooperate with the Construction Manager in scheduling and

performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

**§ 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 Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

**§ 3.10.4** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

### **§ 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 Construction Manager, Architect, and Owner, and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 Construction Manager and 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 Construction Manager and 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, the Architect, and the Construction Manager 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. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

**§ 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 Construction Manager and Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

**§ 3.13.2** The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, 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, or Construction Manager with the Owner's approval, 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, Construction Manager, 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, Construction Manager, 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, Architect, or Construction Manager. 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 through the Construction Manager.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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 AND CONSTRUCTION MANAGER**

### **§ 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** The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

## **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

**§ 4.2.3** The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

**§ 4.2.4** The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**§ 4.2.6 Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager 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 Construction Manager 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 other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.7** The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

**§ 4.2.8** The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility

of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

**§ 4.2.9** Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

**§ 4.2.10** The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

**§ 4.2.11** 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

**§ 4.2.12** Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and 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.

**§ 4.2.13** The Construction Manager will prepare Change Orders and Construction Change Directives.

**§ 4.2.14** The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.15** Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

**§ 4.2.16** The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 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 Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 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 so rendered in good faith.

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request 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 other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 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 Construction Manager, for review by the Owner, Construction Manager 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 Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager 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, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts**

**§ 6.1.1** 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

**§ 6.1.3** 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's own forces, Separate Contractors, Construction Manager and other 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's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and 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 or other Contractors' 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 Contractors or other Contractors that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

**§ 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, Separate Contractors, or other Contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner, Separate Contractors, and other Contractors 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, other 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 Construction Manager, with notice to 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager 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**

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, 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 Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager and 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 Construction Manager 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 Construction Manager 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 Construction Manager 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, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and 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** Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

**§ 9.4.2** Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1)

review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 9.4.2.1** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

**§ 9.4.3** The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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, or Contractors are, entitled to payment in the amount certified.

**§ 9.4.4** The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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, or Contractors are, entitled to payment in the amount certified.

**§ 9.4.5** The representations made pursuant to Sections 9.4.3 and 9.4.4 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 Construction Manager or Architect.

**§ 9.4.6** The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or 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 or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or other 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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager, and both will reflect such payment on the next Certificate for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and 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 Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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 list, the Architect, assisted by the Construction Manager, 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 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, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 through the Construction Manager (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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and 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 through the Construction Manager 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 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;
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4** construction or operations by the Owner, Separate Contractors, or other Contractors.

**§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4. 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, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager 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**

**§ 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, Construction Manager 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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, Construction Manager, Architect, their 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, Construction Manager and Construction Manager's consultants, and the 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 directly to the Owner, and separately to the Construction Manager, 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 both the Contractor and the Construction Manager, separately and 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 directly to the Contractor, and separately to the Construction Manager, 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 Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or 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 Construction Manager or 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 Construction Manager's and 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, Construction Manager 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, Separate Contractors, or other 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, Construction Manager, 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or 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 Construction Manager has not certified or 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, 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, Construction Manager 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 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, Construction Manager and 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, after consultation with the Construction Manager, 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this 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 Construction Manager and 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, the Construction Manager, 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 of 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.

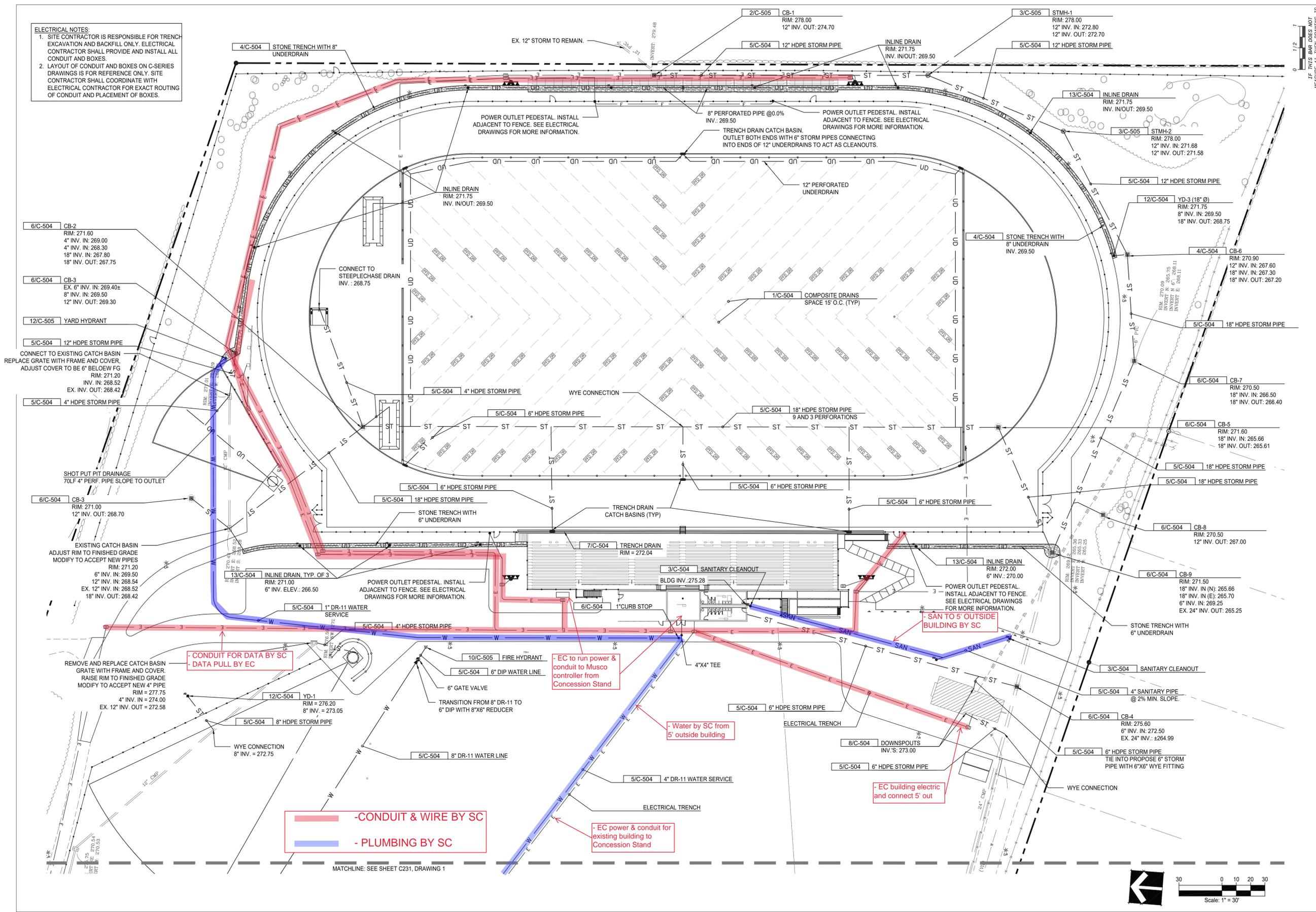
#### § 15.4.4 Consolidation or Joinder

§ 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.

**ELECTRICAL NOTES:**  
 1. SITE CONTRACTOR IS RESPONSIBLE FOR TRENCH EXCAVATION AND BACKFILL ONLY. ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT AND BOXES.  
 2. LAYOUT OF CONDUIT AND BOXES ON C-SERIES DRAWINGS IS FOR REFERENCE ONLY. SITE CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR FOR EXACT ROUTING OF CONDUIT AND PLACEMENT OF BOXES.



IF THIS BAR DOES NOT MEASURE TO FULL SCALE

No.	Date	Revisions
1	10-28-22	ISSUING DOCUMENTS
2	12-09-22	SED Addendum 1
3	1-17-23	SED Addendum 2
4	1-27-23	Revisions

Drawn by	JFK
Checked by	JFK
Project No.	42051
Scale	AS NOTED
Date	10/28/2022

**The LA GROUP**  
 Landscape Architect & Civil Engineer  
 100 Hammond Rd., Tuxedo, NY 10987

**NORTH ROCKLAND HIGH SCHOOL PROJECTS - PHASE 1**  
 NEW SCHOOL: SDNY 00-00-01-00-00-005-005  
 PRESS BOARD: SDNY 00-00-01-00-00-007-001  
 CONCESSIONS PRESS BOX (NYP): SDNY 00-00-01-00-00-007-001  
 PRESS BOX: SDNY 00-02-01-00-00-007-001  
 TOWN OF HAVENSTRAM COUNTY OF ROCKLAND

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 Drawing Title: **SITE UTILITY PLAN**  
 Drawing No.: **C-230** of X