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Farmingdale, New York
Albany, New York

CORNWALL CENTRAL SCHOOL DISTRICT

CORNWALL-ON-HUDSON, NEW YORK

PROJECT NO. 363579-22001.3

PHASE 3

RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

JUNE 28, 2024

The engineer that has signed this document certifies that to the best of their knowledge, information and belief, the asbestos plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, Construction Standards of the Commissioner of Education, New York State Department of Labor Part 56 of Title 12, and the United States Environmental Protection Agency Hazard Emergency Response ACT Regulations. Paul R. Checco is accredited to the EPA and New York State under AHERA Regulations as an Asbestos Project Designer (Asbestos Handling Certificate Number 04-01754).

To the best of the Architect's knowledge, information and belief, the design of this project conforms to all applicable provisions of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Construction Code, and the building standards of the New York State Education Department. It is a violation of the Education Law of the State of New York law for any person to alter or modify this document in any way unless acting under the direction of a licensed architect.

BID SET

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SPECIFICATIONS

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AAA100 Second Floor Asbestos Abatement Plans

CIVIL

AC100 Site Demolition and Soil Erosion and Sediment Control Plan

AC120 Site Layout Plan

AC130 Site Grading and Utility Plan

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CORNWALL-ON-HUDSON-ELEMENTARY SCHOOL

HAZARDOUS MATERIALS

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All drawings dated June 28, 2024.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that sealed Bids, in duplicate, are sought and requested by the Board of Education, Cornwall Central School District (hereinafter called "Owner"), for Reconstruction to Cornwall Elementary School, Cornwall Central Middle School, and Cornwall-on-Hudson Elementary School (aka "Phase 3 Reconstruction" project or derivations thereof).

Separate Bids are requested for the following Contracts:

Contract 1 GC – General Construction Work

Contract 2 MPC – Mechanical & Plumbing Construction Work

Contract 3 EC – Electrical Construction Work

Contract 4 WC/AA – Window & Abatement of Hazardous Material Construction Work

Contract 5 SC – Site Construction Work

in accordance with the Drawings, Project Manual (including Conditions of the Contract and Specifications), and other Bidding and Contract Documents prepared by:

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers 10 Brown Road Ithaca, New York 14850

The Palombo Group 195 Front Street First Floor Newburgh, New York 12550

A pre-bid conference for potential Bidders and other interested parties will be held on September 12, 2024 at 10:00 AM local time, outside of the Cornwall CSD Buildings and Grounds Facility, 130 Main Street, Cornwall, New York 12518 Cornwall, Central Middle School, 122 Main St., Cornwall, New York 12518, Cornwall Elementary School and Cornwall-on-Hudson Elementary School, 234 Hudson Street, Cornwall-on-Hudson, New York 12520. Pre-bid conference is for all prime contracts.

Sealed Bids will be received by the Owner until October 2, 2024 at 10:00 AM local time at Cornwall CSD Buildings and Grounds Facility, 130 Main Street, Cornwall, New York 12518 at which time and place Bids received will be publicly opened and read aloud in the conference room. Allow sufficient time to check in to the building when dropping off bids and deliver sealed bids to the attention of Mr. Harvey Sotland, Assistant Superintendent for Business. The Cornwall CSD Buildings and Grounds Facility is accessed through the main loop and parking lot at Cornwall Central Middle School, 122 Main St., Cornwall, New York 12518.

For the convenience of potential Bidders and other interested parties, the Bidding Documents may be examined at the following locations:

Construction Market Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
Eastern Contractors Association, Inc., 6 Airline Drive, Colonie, NY 12205
Mohawk Valley Builders Exchange, 10 Main Street, Suite 202, Whitesboro, NY 13492
Northern New York Builders Exchange, 22074 Fabco Road, Watertown, New York 13601
The Builders Exchange of the Southern Tier, Inc.-East, 15 Belden Street, Binghamton, New York 13903
Construction Exchange of Buffalo & Western NY, 2660 William Street, Cheektowaga, NY 14227
Rochester Builders Exchange, 180 Linden Oaks, Suite 100, Rochester, NY 14625

Syracuse Builders Exchange, 6563 Ridings Rd., Syracuse, NY 13206 McGraw Hill Construction/Dodge, c/o Dataflow, 2215 Central Ave, Schenectady NY 12304 The Builders Exchange of the Southern Tier, Inc.-West, 65 E. Main. St., Falconer, NY 14733 Cornwall Central School District, 24 Idlewild Avenue, Cornwall-On-Hudson, NY 12520 Tetra Tech Architects & Engineers, 10 Brown Road, Ithaca, New York 14850

Complete digital sets of Bidding Documents, drawings and specifications, may be obtained online as a download at www.tetratechaeplanroom.com 'public projects' for a non-refundable fee of \$49.00 (Forty Nine Dollars).

Complete hard copy sets of Bidding Documents, drawings and specifications, may be obtained online at www.tetratechaeplanroom.com 'public projects'. Checks shall be made payable to Cornwall Central School District in the sum of \$100.00 (One Hundred Dollars) for each set of documents. A scanned copy of the deposit check can be emailed to projects@revplans.com. Once the scanned copy of the executed deposit check is received, Bidding Documents will be shipped. Mail checks to Lohrius Blueprint, 226 Newtown Road, Plainview, New York 11803. Plan deposit is refundable in accordance with the terms in the Instructions to Bidders. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs (either by providing FedEX/UPS account number or being charged a flat rate by the printer).

Please note REV <u>www.tetratechaeplanroom.com</u> is the designated location and means for distributing and obtaining all bid package information, electronic or hard copy. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as a registered plan holder. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.

All bid addenda will be transmitted to registered plan holders, regardless of receiving electronic or hard copy Bid Documents, via email and will be available at www.tetratechaeplanroom.com. Registered plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with REV for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to the Owner, in accordance with the amounts and terms described in the Instructions to Bidders.

The Owner requires Bids comply with bidding requirements indicated in the Instructions to Bidders. The Owner may, at its discretion, waive informalities in Bids, but is not obligated to do so, nor does it represent that it will do so. The Owner also reserves the right to reject any and all Bids. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders. Bids may not be withdrawn before 45 days following the Bid opening thereof unless an error is claimed by the Bidder in accordance with the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

<u>ARTICLE 1</u> PROJECT AND BIDDING INFORMATION

- 1. Project Identification: Reconstruction to Cornwall Elementary School, Cornwall Central Middle School, and Cornwall-on-Hudson Elementary School (aka "Phase 3 Reconstruction" project or derivations thereof).
 - a. Project Locations:
 - 1) Cornwall Elementary School: 99 Lee Road, Cornwall, New York 12518.
 - 2) Cornwall Central Middle School: 122 Main Street, Cornwall, New York 12518.
 - 3) Cornwall-on-Hudson Elementary School: 234 Hudson Street, Cornwall-on-Hudson, New York 12520.
- 2. Owner: Cornwall Central School District.
 - a. Address: 24 Idlewild Avenue, Cornwall-On-Hudson, New York 12520.
- 3. **Bid Opening:** Bids will be received until the following Bid opening date and time, at the following location:
 - a. Bid Opening Date and Time: October 2, 2024 at 10:00 AM, local time.
 - b. Bid Opening Location: Cornwall CSD Buildings and Grounds Facility, 130 Main Street, Cornwall, New York 12518.
 - 1) Special Instructions: Sealed Bids will be publicly opened and read aloud in the Conference Room at the Buildings and Grounds Facility. Allow sufficient time to check in to the building when dropping off bids and deliver sealed bids to the attention of Mr. Harvey Sotland, Assistant Superintendent for Business.
- 4. Bidders are invited to submit Bids for any, or all of, the following Contracts:
 - a. Contract 1 GC General Construction Work
 - b. Contract 2 MPC Mechanical & Plumbing Construction Work
 - c. Contract 3 EC Electrical Construction Work
 - d. Contract 4 WC/AA Window & Abatement of Hazardous Material Construction Work
 - e. Contract 5 SC Site Construction Work
- 5. Access to the Project Site: Subject to Owner's prior approval of timing, Bidders will be permitted access to Project site on Monday through Friday, from 7:00 AM until 5 PM, except legal holidays.
 - a. Contact Owner's representative designated below, prior to visiting Project site, to arrange access.
 - b. Owner's Representative: Mr. William Devine, The Palombo Group; Email: wdevine@thepalombogroup.com; Cell Phone: (845) 554-7631.
 - c. Special Instructions: Contact Owner's Representative to arrange access the project sites except for Pre-Bid Conference.

- 6. **Pre-Bid Conference**: A pre-bid conference for potential Bidders and other interested parties for all Contracts will be held as follows:
 - a. Pre-Bid Conference Date and Time: September 12, 2024 at 10:00 AM, local time.
 - b. Pre-Bid Conference Location: Outside of the Cornwall CSD Buildings and Grounds Facility, 130 Main Street, Cornwall, New York 12518
 - 1) Special Instructions: The Cornwall CSD Buildings and Grounds Facility is accessed through the main loop and parking lot at Cornwall Central Middle School, 122 Main Street, Cornwall, New York 12518.
- 7. Agreement Form: The following will be used as the basis for the form of agreement between the Owner and the Contractor (Owner-Contractor Agreement):
 - a. Standard Form of Agreement Between Owner and Contractor, AIA Document A132.

ARTICLE 2 DEFINITIONS

- 1. Definitions in the General Conditions of the Contract for Construction, AIA Document A232, or in other Contract Documents are applicable to the Bidding Documents.
 - a. "Addenda": Written or graphic instruments issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - b. "Bid": Complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - 1) "Base Bid": Sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated for Alternates.
 - c. "Bidder": Person or entity who submits a Bid.

ARTICLE 3 BIDDING PROCEDURES

- 1. Bid Form: Complete the Bid Form provided, in duplicate, with all blank spaces for Base Bid and Alternates legibly completed in ink, or typewritten, in both words and figures.
 - a. In the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.
 - b. Bid Forms without amounts expressed both in words and figures will not be accepted.
- 2. Bid Attachments: Complete and submit the following attachments with the Bid Form:
 - a. Attachment #1: Non-Collusive Bidding Certification.
 - b. Attachment #2: Certified Corporate Resolution.
 - c. Attachment #3: Iranian Energy Divestment Certification.
 - d. Attachment #4: Certificate on Violations.

3. Bid Security:

- a. Submit, with the Bid Form, bid security in the amount of five percent of the Base Bid, in any of the following forms:
 - 1) Certified check, payable to the Owner; or
 - 2) Bid Bond, payable to the Owner, on Bid Bond, AIA Document A310, or standard bid bond form, duly executed by the Bidder as principal, with a surety company acceptable to the Owner.
 - a) Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bond on behalf of the surety.
- b. Within three days following the Bid opening, bid security will be returned to all Bidders, except the three apparent lowest Bidders.
 - 1) Within three days following execution of the Owner-Contractor Agreement, bid security will be returned to the three apparent lowest Bidders.
 - 2) If the Owner-Contractor Agreement has not been executed within 45 days following the Bid opening, bid security will be returned to the three apparent lowest Bidders, except as noted below.
- c. Should the accepted Bidder, within 10 days following Notice of Award, fail or refuse to execute the Owner-Contractor Agreement and to provide the required performance and payment bonds, the accepted Bidder will be deemed to have abandoned the Contract and its bid security will be forfeited to the Owner.
- 4. Bid Submission: Submit each Bid, including attachments, in a sealed envelope bearing the Bidder's name and address, name of Contract, and name of Project. Deliver Bid to location specified no later than the Bid opening date and time indicated. Any Bid received after the Bid opening date and time indicated will be returned unopened.

5. Bid Withdrawal:

- a. Bid may be withdrawn by the Bidder up until the date and time specified for opening of Bids.
- b. Following the Bid opening, Bid may not be withdrawn before 45 days following the Bid opening, except in the case of Bidder error, as follows:
 - 1) If the Bidder claims an error in the Bid, submit a written notice to the Architect, within three days of the Bid opening, describing in detail the nature of the error, submitting documentary evidence or proof of such error.
 - a) Failure to deliver such notice and evidence or proof, within the time frame required, constitutes a waiver of Bidder's right to claim error.
 - 2) Upon receipt of required notice and evidence or proof, the Owner, in consultation with the Architect, will determine if an excusable error has been made; and if so, the Owner may permit the Bid to be withdrawn. The Owner's determination will be conclusive upon the Bidder, its surety, and all who claim rights under the Bidder.

ARTICLE 4 BIDDING DOCUMENTS

- 1. Bidding Documents include the bidding requirements and the proposed Contract Documents, as follows:
 - a. Bidding requirements consist of the following:
 - 1) Notice to Bidders.
 - 2) Instructions to Bidders.
 - 3) Bid Form, with attachments.
 - 4) Proposed Products Form.
 - 5) Proposed Subcontractors Form.
 - 6) Proposed Schedule of Values Form.
 - 7) Bidder's Qualifications Form.
 - b. Proposed Contract Documents consist of the following:
 - 1) Owner-Contractor Agreement.
 - 2) Conditions of the Contract.
 - 3) Drawings.
 - 4) Specifications.
 - 5) Addenda.
- 2. Bidding Document Interpretations or Corrections:
 - a. Submit requests for Bidding Document interpretation to the Architect, in writing using the provided Pre-Bid Request for Interpretation Form, at least five working days prior to the Bid opening.
 - b. Interpretations or corrections will be issued in the form of written Addenda. The Architect will not make oral interpretations or corrections.
 - c. Notification of addenda will be transmitted to registered plan holders via email and will be available to download at www.tetratechaeplanroom.com under "public projects".
 - 1) Failure of any Bidder to not download addenda and/or failure to receive any such Addendum by reason of not having registered as a plan holder in accordance with the bidding instructions, shall not relieve the Bidder from any obligation required by the Addendum
- 3. Equivalents and Substitutions: The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the Owner or the Architect to eliminate from consideration products that are equivalent in quality, appearance, and function to those identified.
 - a. Equivalents are pre-award and substitutions are post-award.
 - b. Equivalents:
 - 1) On Proposed Products Form provided, as post-Bid information, identify and list proposed equivalents to specified products as follows:

- a) Applicable Specification Section and paragraph.
- b) Proposed manufacturer's name, product brand name, and catalog number of proposed equivalent.
- c) Note any aspect of the specified product that the proposed equivalent cannot meet.
- 2) Failure to identify and list proposed equivalents shall be deemed to mean the Bidder will furnish the materials or products indicated in the Contract Documents without exception.
- c. Substitutions: Refer to Division 01 Specification Section "Substitution Procedures".
- 4. Any required plan deposit shall be refunded to Bidders who submit a bona fide Bid and return the hard copy (paper) Bidding Documents in full, and in good condition within thirty days following the award of the contract or the rejection of the bids covered by such Bid Documents. If the Bid Documents are not returned in full, or in good condition, the cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded. Partial reimbursement, in an amount equal to the full amount of such deposit for one set of Bid Documents per non-bidder less the actual cost of reproduction of the Bid Documents as determined by the Architect, shall be made for the return of all other copies of the Bid Documents in good condition within thirty days following the award of the contract or the rejection of the bids covered by such Bid Documents. If the Bid Documents are not returned in full, or in good condition, the cost to replace missing or damaged paper documents will be deducted from the deposit.

ARTICLE 5 BIDDER'S REPRESENTATIONS

- 1. By submitting a Bid, Bidder represents that:
 - a. Bidder has visited and thoroughly inspected the Project site, and has become fully informed of the conditions relating to the Project;
 - b. Bidder has received, read, and is thoroughly familiar with the Bidding Documents, including all Addenda issued; and
 - c. Bidder has prepared its Bid based on the materials, equipment and systems required by the Bidding Documents or equivalents.

ARTICLE 6 BID CONSIDERATION

- 1. Opening of Bids: At the designated Bid opening date and time, Bids received will be publicly opened and read aloud.
- 2. Bid Rejection:
 - a. The Owner requires Bids comply with bidding requirements; however, the Owner may, at its discretion, waive informalities in Bids. The Owner is not obligated to do so and does not represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders.
 - b. The Owner reserves the right to reject any and all Bids not deemed in the best interests of the Owner, if in its judgment the public interest will be promoted thereby.

- c. The Owner reserves the right to reject as "informal" any and all Bids which, in its opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.
- d. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid for any other Contract contained in the Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude the Bidder from serving as a subcontractor on any portion of the Project.
- 3. Bid Acceptance: The Owner intends to award the Contract to the responsible Bidder whose Bid complies with conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars as defined below, including any Alternates, if any.
 - a. Lowest Bid may be Base Bid plus any Alternates the Owner desires to accept.
 - b. If the acceptance of Alternates does not change the low Bidder, the Owner reserves the right to accept any or all Alternates within 45 days following Notice of Award.

ARTICLE 7 POST-BID INFORMATION

- 1. Contractor Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work.
 - a. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including the provided Bidder's Qualifications Form.
 - b. The Owner reserves the right to reject any Bid if the evidence submitted, or investigation of Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 2. Owner's Financial Capability: Successful Bidder may submit request to Owner for information regarding Owner's financial arrangements for this Project in accordance with the General Conditions, no later than 30 days following the Bid opening.

3. Post-Bid Submittals:

- a. The three apparent low Bidders shall submit the following completed forms within three days following the Bid opening:
 - 1) Proposed Products Form.
 - 2) Proposed Subcontractors Form.
 - 3) Proposed Schedule of Values Form.
 - 4) Upon request, Bidder's Qualifications Form.

ARTICLE 8 PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:

a. The successful Bidder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

- b. Bonds shall be obtained from a surety satisfactory to the Owner, authorized and licensed to do business in the state where the Project is located, and listed in the latest issue of the U.S. Treasury Circular 570. The amount of each bond shall be equal to 100 percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected.
- c. Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bonds on behalf of the surety.
- 2. Time of Delivery and Form of Bonds:
 - a. Deliver required bonds to the Owner not later than the date the Agreement in entered into.
 - b. Use Performance Bond and Payment Bond, AIA Document A312, unless otherwise approved by the Owner.

<u>ARTICLE 9</u> MISCELLANEOUS PROVISIONS

- 1. All applicable laws, ordinances, rules, and regulations of Federal, State, and other authorities having jurisdiction over the Project shall apply to the Contract throughout, and will be deemed included in the Contract as though herein written out in full.
 - a. Sections of the New York State Labor Law (LL) and the New York State General Municipal Law (GML) include, but are not limited to, the following:
 - 1) LL §220, subd. 2: Eight-hour day, 40-hour week.
 - 2) LL §220, subd. 3 and LL §220-d: Minimum rate of wage and supplement.
 - 3) LL §220-e: Prohibiting discrimination.
 - 4) LL §222-a: Prevention of dust hazards.
 - 5) GML §103-d: Statement of non-collusion in bids.
 - 6) GML §106-b: Payment on public work contracts.
 - 7) GML §108: Workmen's compensation insurance.
 - 8) GML §109: Assignment of public contracts.
- 2. Time of Completion: Refer to Division 01 Section "Multiple Contract Project Summary Project Schedule".

Attachment: Pre-Bid Request for Interpretation Form

END OF SECTION 00 21 13



INSTRUCTIONS TO BIDDERS ATTACHMENT #1: PRE-BID REQUEST FOR INTERPRETATION FORM

SUBMIT FORM BY EMAIL TO INE.Cornwall@tetratech.com

Project No.: 363579-22001.3		Date:	
Project Name: "Phase 3" Reconstruction to and Cornwall-on-Hudson Elementary School.		School, Cornwall Central	Middle School,
Bidder Contact Person: Bidder Company Name: Bidder Phone: Bidder Email Address:			
Question Pertains to:			
Drawing Number: Plan Area: Room Number: Drawing Detail Number: Specification Section:			
Question: (Please be specific)			
Review by Architect/Engineers:		Date:	
Submit requests not less than 5 working days this question requires clarification or modification be provided by formal Addendum, distributed	ation of the Bidding Do		

INSTRUCTIONS TO BIDDERS
Page ITB-8
Project No. 363579-22001.3

Tetra Tech
Architects & Engineers



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)	:	

BID FORM (submit in duplicate)

CONTRACT: CONTRACT 1 GC – GENERAL CONSTRUCTION WORK

PROJECT TITLE: PHASE 3 RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL

CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

DATE: JUNE 28, 2024

PROJECT NO.: 363579-22001.3

BID TO: CORNWALL CENTRAL SCHOOL DISTRICT

24 IDLEWILD AVE.

CORNWALL-ON-HUDSON, NEW YORK 12520

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(words)	
	\$)
	(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. B2 - SECOND & ADDITIONAL WORK	THIRD I	LOOR	RESTROOM	RECONSTRUC	<u>CTION</u>
ADD to the Base Bid the sum of:					
(words)			(\$	(figures))
DEDUCT from the Base Bid the sum of:	OR		(\$,
(words)			(<u>p</u>	(figures))
ALTERNATE NO. D1 - C-WING RESTR	OOMS RE	CONST	RUCTION AD	DITIONAL WO	<u>RK</u>
ADD to the Base Bid the sum of:					
(words)	OD		(\$	(figures))
DEDUCT from the Base Bid the sum of:	OR				
(words)			(\$	(figures))
ALTERNATE NO. D2 - A-WING RESTR	OOMS RE	CONST	RUCTION AD	DITIONAL WO	RK
ADD to the Base Bid the sum of:					
(words)	OR		(\$	(figures))
DEDUCT from the Base Bid the sum of:	011		<i>(</i>		`
(words)			(\$	(figures))

ALTERNATE NO. D3 - D-WING RESTROOMS RECONSTRUCTION ADDITIONAL WORK ADD to the Base Bid the sum of: (\$ (s) (figures) OR DEDUCT from the Base Bid the sum of: (\$ (\$ (s) (s) (figures)) (words) (words)

UNIT PRICES

Refer to Division 01 Section "Unit Prices" for description of unit prices.

Unit Price No. GC-UP-1 - Abatement Tents Unit of Measure: Per one (1) tent measuring 10 ft. x 10 ft. x 10 ft.			
Cost per Unit:			
•	(\$)
(words)		(figures)	
Unit Price No. GC-UP-2 - Glove Bag Removal			
Unit of Measure: Per one (1) glove bag.			
Cost per Unit:			
	(\$)
(words)		(figures)	
<u>Unit Price No. GC-UP-3 - Pipe Abatement</u>			
Unit of Measure: Per one (1) linear foot.			
Cost per Unit:			
	(\$	(0))
(words)		(figures)	
<u>Unit Price No. GC-UP-4 - Ceramic Mosaic Floor Tile</u>			
Unit of Measure: Per one (1) square foot installed.			
Cost per Unit:			
(words)	(\$	(figures))
(words)		(figures)	
<u>Unit Price GC-UP-5 - Glazed Wall Tile</u>			
Unit of Measure: Per one (1) square foot installed.			
Cost per Unit:			
	(\$)
(words)		(figures)	

<u> Unit Price GC-UP-6 - Cast</u>	t-In-Place Concrete			
Unit of Measure: Per one (1)) cubic yard installed.			
Cost per Unit:				
		(\$)
	(words)		(figures)	
Unit Price GC-UP-7 - Inte	rior Painting			
	-			
Unit of Measure: Per 500 sf.	-			
Unit of Measure: Per 500 sf.	-	(\$)
Unit Price GC-UP-7 - Inter Unit of Measure: Per 500 sf. Cost per Unit:	-	(\$	(figures))

LIST OF ADDENDA RECEIVED No. ____ Date____ No. ____ Date ___ No. _____ Date_____ No. _____ Date ____ No. ____ Date No. Date _ **BID ATTACHMENTS** Enclosed with this Bid are the following attachments: Attachment #1 - Non-Collusive Bidding Certification. Attachment #2 - Certified Corporate Resolution. Attachment #3 – Iranian Energy Divestment Certification Attachment #4 – Certification on Violations **BID SECURITY** Enclosed with this Bid is bid security in the amount of five percent of the Base Bid. **EXECUTION OF CONTRACT** If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect. This Bid may be withdrawn at any time prior to the Bid opening. **SIGNATURE** NAME OF BIDDER (Corporate Name) Corporate Seal

SIGNATURE (Corporate Officer)

DATE: _____

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing

the	execution of this certified by the signat	re of this bid or proposal in behalf of the		
		(Individual)		
		(Corporation)		
Dated:	By			

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

CERTIFIED CORPORATE RESOLUTION

RESOLVED THATproposal of this corporation for the following pr	be authorized to sign and submit the bid or roject:
three-d (103-d) of the general municipal law	ficate as to non-collusion required by section one hundred as to the act and deed of such corporation, and for any e this corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the r	resolution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

-tho		a representative of ner knowledge and belief:	hereby swears to and	certifies
1.	Neither	, nor any substantially	owned-affiliated entity of the Bidder	
	Copeland Act pursuan	on found to be in violation of the nt to 18 U.S.C. 874 and 40 U.S. nt to 40 U.S.C. 332, or their New	Davis-Bacon Act pursuant to 40 U.S.C. 3145 or the Contract Work Hourw York State counterparts.	.C. 3144, the s and Safety
	True [False		
		formation for questions 2 and 3 able, continue to question 4.	must be provided. If True is selecte	d questions
2.	Work Hours and Safet agency, the date of the	ty Standards Act, or any of their I	Davis-Bacon Act, the Copeland Act, New York State counterparts, state the violation and any consequence of the	e name of the
3.		igation, state the name of the age	any local, state or federal governments and the date of the alleged violation a	
4.	The Bidder's Dun & I	Bradstreet D-U-N-S number is		
			it will be relied upon by the Owner of	f this Project.
	Name		Title	
Sw	orn to before me this _	day of		
— No	tary Public			
140	1 uone			



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

:	
:	
:	
:	
:	
	: :

BID FORM (submit in duplicate)

CONTRACT: CONTRACT 2 MPC – MECHANICAL & PLUMBING CONSTRUCTION

WORK

PROJECT TITLE: PHASE 3 RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL

CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

DATE: JUNE 28, 2024

PROJECT NO.: 363579-22001.3

BID TO: CORNWALL CENTRAL SCHOOL DISTRICT

24 IDLEWILD AVE.

CORNWALL-ON-HUDSON, NEW YORK 12520

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(words)	
	(\$
	(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. B2 - SECOND & ADDITIONAL WORK	THIRD FLOO	R RESTROOM	RECONSTRUCT	ΓΙΟΝ
ADD to the Base Bid the sum of:				
		(\$)
(words)		(-	(figures)	
DEDUCT from the Base Bid the sum of:	OR			
(words)		(\$	(figures))
ALTERNATE NO. D1 - C-WING RESTRO	OOMS RECON	STRUCTION AD	DITIONAL WOR	<u> </u>
ADD to the Base Bid the sum of:		(\$		\
(words)	OR	(\$	(figures))
DEDUCT from the Base Bid the sum of:		(\$)
(words)		<u>(</u> <u>u</u>	(figures)	/
ALTERNATE NO. D2 - A-WING RESTRO	OOMS RECON	STRUCTION AD	DITIONAL WOR	<u>rK</u>
ADD to the Base Bid the sum of:		(\$,
(words)	OR	(\$	(figures))
DEDUCT from the Base Bid the sum of:	OK.	(p		`
(words)		(\$	(figures))

LIST OF ADDENDA RECEIVED No. ____ Date___ No. ____ Date ___ No. _____ Date_____ No. _____ Date ____ No. ____ Date No. ____ Date ___ **BID ATTACHMENTS** Enclosed with this Bid are the following attachments: Attachment #1 - Non-Collusive Bidding Certification. Attachment #2 - Certified Corporate Resolution. Attachment #3 – Iranian Energy Divestment Certification Attachment #4 – Certification on Violations **BID SECURITY** Enclosed with this Bid is bid security in the amount of five percent of the Base Bid. **EXECUTION OF CONTRACT** If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect. This Bid may be withdrawn at any time prior to the Bid opening. **SIGNATURE** NAME OF BIDDER (Corporate Name) Corporate Seal

SIGNATURE (Corporate Officer)

DATE: _____

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing

corporate bidder.	signature of this bid or proposal in behalf of the
	(Individual)
	(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

By

Dated:

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha	t, to the best of his or her know	sentative ofvledge and belief:	, hereby swears to and certifies
1.	the "Bidder"), has been found	to be in violation of the Dav U.S.C. 874 and 40 U.S.C. 3	ned-affiliated entity of the Bidder (collectively vis-Bacon Act pursuant to 40 U.S.C. 3144, the 3145 or the Contract Work Hours and Safety ork State counterparts.
	True F	False	
	If False is selected, information 2 and 3 are not applicable, co		sst be provided. If True is selected questions
2.	Work Hours and Safety Stand	ards Act, or any of their New tion, the nature of the viola	vis-Bacon Act, the Copeland Act, the Contract v York State counterparts, state the name of the lation and any consequence of the violation,
3.		state the name of the agency,	local, state or federal government agency. If , the date of the alleged violation and the nature
4.	The Bidder's Dun & Bradstre	et D-U-N-S number is	
			ill be relied upon by the Owner of this Project.
	Name	Title	<u>e</u>
Sw	orn to before me this	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)	:	

BID FORM (submit in duplicate)

CONTRACT: CONTRACT 3 EC – ELECTRICAL CONSTRUCTION WORK

PROJECT TITLE: PHASE 3 RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL

CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

DATE: JUNE 28, 2024

PROJECT NO.: 363579-22001.3

BID TO: CORNWALL CENTRAL SCHOOL DISTRICT

24 IDLEWILD AVE.

CORNWALL-ON-HUDSON, NEW YORK 12520

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(words)		
	_ (\$	(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. B2 - ADDITIONAL WORK	SECOND &	THIRD FLOOR	RESTROOM	RECONSTRUC	TION
ADD to the Base Bid the sur	n of:				
			(\$)
	(words)	OR		(figures)	
DEDUCT from the Base Bio	d the sum of:	OK			
			(\$)
	(words)			(figures)	
ALTERNATE NO. D1 - C-	-WING RESTR	OOMS RECONS	FRUCTION AD	DITIONAL WO	<u> </u>
ADD to the Base Bid the sur	n of:				
			(\$)
	(words)	OR		(figures)	
DEDUCT from the Base Bio	d the sum of:	011			
			(\$)
	(words)			(figures)	
ALTERNATE NO. D2 - A-	WING RESTR	OOMS RECONS	FRUCTION AD	DITIONAL WOR	<u> </u>
ADD to the Base Bid the sur	n of:				
	(1)		(\$	(°)
	(words)	OR		(figures)	
DEDUCT from the Base Bio	d the sum of:				
	(1)		(\$	(°)
	(words)			(figures)	

LIST OF ADDENDA RECEIVED No. ____ Date___ No. ____ Date ___ No. _____ Date_____ No. _____ Date ____ No. ____ Date No. Date _ **BID ATTACHMENTS** Enclosed with this Bid are the following attachments: Attachment #1 - Non-Collusive Bidding Certification. Attachment #2 - Certified Corporate Resolution. Attachment #3 – Iranian Energy Divestment Certification Attachment #4 – Certification on Violations **BID SECURITY** Enclosed with this Bid is bid security in the amount of five percent of the Base Bid. **EXECUTION OF CONTRACT** If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect. This Bid may be withdrawn at any time prior to the Bid opening. **SIGNATURE** NAME OF BIDDER (Corporate Name) Corporate Seal

SIGNATURE (Corporate Officer)

DATE: _____

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing

	the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.					
		(Individual)				
		(Corporation)				
Dated:	Ву					

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

CERTIFIED CORPORATE RESOLUTION

RESOLVED THATproposal of this corpor	ation for the following	be authorized to sign and submit the bid of project:
three-d (103-d) of the	general municipal lav	rtificate as to non-collusion required by section one hundred was to the act and deed of such corporation, and for any cate this corporate bidder shall be liable under the penalties or
The foregoing is a true	and correct copy of the	e resolution and adopted by
		at a meeting of its board of directors held on the
	day of	20
		(Secretary)
		(Beeretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha	t, to the best of his or her know	sentative ofvledge and belief:	, hereby swears to and certifies
1.	the "Bidder"), has been found	to be in violation of the Dav U.S.C. 874 and 40 U.S.C. 3	ned-affiliated entity of the Bidder (collectively vis-Bacon Act pursuant to 40 U.S.C. 3144, the 3145 or the Contract Work Hours and Safety ork State counterparts.
	True F	False	
	If False is selected, information 2 and 3 are not applicable, co		sst be provided. If True is selected questions
2.	Work Hours and Safety Stand	ards Act, or any of their New tion, the nature of the viola	vis-Bacon Act, the Copeland Act, the Contract v York State counterparts, state the name of the lation and any consequence of the violation,
3.		state the name of the agency,	local, state or federal government agency. If , the date of the alleged violation and the nature
4.	The Bidder's Dun & Bradstre	et D-U-N-S number is	
			ill be relied upon by the Owner of this Project.
	Name	Title	<u>e</u>
Sw	orn to before me this	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

:	
:	
:	
:	
:	
	: :

BID FORM (submit in duplicate)

CONTRACT: CONTRACT 4 WC/AA – WINDOW & ABATEMENT OF HAZARDOUS

MATERIAL CONSTRUCTION WORK

PROJECT TITLE: PHASE 3 RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL

CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

DATE: JUNE 28, 2024

PROJECT NO.: 363579-22001.3

BID TO: CORNWALL CENTRAL SCHOOL DISTRICT

24 IDLEWILD AVE.

CORNWALL-ON-HUDSON, NEW YORK 12520

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(word	ds)	
	(\$(figu	ures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. B3 – WINDOW LINTEL PAINT			
ADD to the Base Bid the sum of:			
	(\$)
(words)		(figures)	
OR			
DEDUCT from the Base Bid the sum of:			
	(\$)
(words)	(4	(figures)	

UNIT PRICES

Refer to Division 01 Section "Unit Prices" for description of unit prices.

Unit Price No. WC/AA-UP-1 - Caulk Abatement Unit of Measure: Per one (1) linear foot.			
Cost per Unit: (words)	(<u>\$</u>	(figures))
Unit Price No. WC/AA-UP-2 - Steel Lintel Replacement Work			
Unit Price No. WC/AA-UP-2 - Steel Lintel Replacement Work Unit of Measure: Per one Window Type W1 masonry opening. Cost per Unit:			

LIST OF ADDENDA RECEIVED No. ____ Date____ No. _____ Date ____ No. _____ Date_____ No. _____ Date ____ No. _____ Date ____ No. Date _ **BID ATTACHMENTS** Enclosed with this Bid are the following attachments: Attachment #1 - Non-Collusive Bidding Certification. Attachment #2 - Certified Corporate Resolution. Attachment #3 – Iranian Energy Divestment Certification Attachment #4 – Certification on Violations **BID SECURITY** Enclosed with this Bid is bid security in the amount of five percent of the Base Bid. **EXECUTION OF CONTRACT** If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect. This Bid may be withdrawn at any time prior to the Bid opening. **SIGNATURE** NAME OF BIDDER (Corporate Name) Corporate Seal SIGNATURE (Corporate Officer)

DATE: _____

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing

	the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.					
		(Individual)				
		(Corporation)				
Dated:	Ву					

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha	t, to the best of his or her know	sentative ofvledge and belief:	, hereby swears to and certifies
1.	the "Bidder"), has been found	to be in violation of the Dav U.S.C. 874 and 40 U.S.C. 3	ned-affiliated entity of the Bidder (collectively vis-Bacon Act pursuant to 40 U.S.C. 3144, the 3145 or the Contract Work Hours and Safety ork State counterparts.
	True F	False	
	If False is selected, information 2 and 3 are not applicable, co		sst be provided. If True is selected questions
2.	Work Hours and Safety Stand	ards Act, or any of their New tion, the nature of the viola	vis-Bacon Act, the Copeland Act, the Contract v York State counterparts, state the name of the lation and any consequence of the violation,
3.		state the name of the agency,	local, state or federal government agency. If , the date of the alleged violation and the nature
4.	The Bidder's Dun & Bradstre	et D-U-N-S number is	
			ill be relied upon by the Owner of this Project.
	Name	Title	<u>e</u>
Sw	orn to before me this	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address	:	
Bidder's Facsimile (Fax)	:	

BID FORM (submit in duplicate)

CONTRACT: CONTRACT 5 SC – SITE CONSTRUCTION WORK

PROJECT TITLE: PHASE 3 RECONSTRUCTION TO

CORNWALL-ON-HUDSON ELEMENTARY SCHOOL

CORNWALL ELEMENTARY SCHOOL CORNWALL CENTRAL MIDDLE SCHOOL

DATE: JUNE 28, 2024

PROJECT NO.: 363579-22001.3

BID TO: CORNWALL CENTRAL SCHOOL DISTRICT

24 IDLEWILD AVE.

CORNWALL-ON-HUDSON, NEW YORK 12520

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

 (words)	
 (\$(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

UNIT PRICES

Refer to Division 01 Section "Unit Prices" for description of unit prices.

<u>Unit Price No. SC-UP-1 - Unsuitable Soils</u>			
Unit of Measure: Per one (1) cubic yard.			
Cost per Unit:			
	(\$)
(words)		(figures)	
Unit Price No. SC-UP-2 - Mass Rock Removal			
Unit of Measure: Per one (1) cubic yard in place.			
Cost per Unit:			
	(\$)
(words)		(figures)	
<u>Unit Price No. SC-UP-3 - Hot-Mix Asphalt Paving Top Course</u>			
Unit Price No. SC-UP-3 - Hot-Mix Asphalt Paving Top Course Unit of Measure: Per one (1) ton.			
-	(\$		\
Unit of Measure: Per one (1) ton.	(\$	(figures))
Unit of Measure: Per one (1) ton. Cost per Unit: (words)	(\$	(figures))
Unit of Measure: Per one (1) ton. Cost per Unit:	(\$	(figures))
Unit of Measure: Per one (1) ton. Cost per Unit: (words)	(\$	(figures))
Unit of Measure: Per one (1) ton. Cost per Unit: (words) Unit Price No. SC-UP-4 - Hot-Mix Asphalt Paving Binder Course	(\$	(figures)	
Unit of Measure: Per one (1) ton. Cost per Unit: (words) Unit Price No. SC-UP-4 - Hot-Mix Asphalt Paving Binder Course Unit of Measure: Per one (1) ton installed.	(\$	(figures))

Unit Price No. SC-	UP-5 - Import Clean Fill Suitable Soils	<u> </u>		
Unit of Measure: Per one (1) cubic yard.				
Cost per Unit:	(words)	(\$	(figures))
Unit Price No. SC-	UP-6 - Concrete Paving			
	UP-6 - Concrete Paving er one (1) cubic yard installed.			
Unit of Measure: Po		(\$)

No. Date No. Date No. Date No. Date No. Date No. Date BID ATTACHMENTS

Enclosed with this Bid are the following attachments:

Attachment #1 - Non-Collusive Bidding Certification.

Attachment #2 - Certified Corporate Resolution.

Attachment #3 – Iranian Energy Divestment Certification

Attachment #4 – Certification on Violations

BID SECURITY

Enclosed with this Bid is bid security in the amount of five percent of the Base Bid.

EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE () NAME OF BIDDER (Corporate Name) ()

(Corporate Seal)
() SIGNATURE (Corporate Officer)
() ()

DATE: _____

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing

corporate bidder.	signature of this bid or proposal in behalf of the
	(Individual)
	(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

By

Dated:

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha	t, to the best of his or her know	sentative ofvledge and belief:	, hereby swears to and certifies
1.	the "Bidder"), has been found	to be in violation of the Dav U.S.C. 874 and 40 U.S.C. 3	ned-affiliated entity of the Bidder (collectively vis-Bacon Act pursuant to 40 U.S.C. 3144, the 3145 or the Contract Work Hours and Safety ork State counterparts.
	True F	False	
	If False is selected, information 2 and 3 are not applicable, co		sst be provided. If True is selected questions
2.	Work Hours and Safety Stand	ards Act, or any of their New tion, the nature of the viola	vis-Bacon Act, the Copeland Act, the Contract v York State counterparts, state the name of the lation and any consequence of the violation,
3.		state the name of the agency,	local, state or federal government agency. If , the date of the alleged violation and the nature
4.	The Bidder's Dun & Bradstre	et D-U-N-S number is	
			ill be relied upon by the Owner of this Project.
	Name	Title	<u>e</u>
Sw	orn to before me this	day of	
No	tary Public		

NAME OF BIDDER

Specified Product

PROPOSED PRODUCTS FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

In accordance with Articles 4 and 6 of the Instructions to Bidders, list specified products and corresponding proposed equivalent products below. Include additional pages as necessary.

Attach additional sheet explaining any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.

Equivalent Product

Manufacturer:

Designation:

Technical Section: Manufacturer: Product Specified Product: Designation: Manufacturer: Technical Section: Product Designation: Specified Product: Technical Section: Manufacturer: Product Designation: Specified Product: Manufacturer: Technical Section: Product Specified Product: Designation: Manufacturer: ____ Technical Section: Product Specified Product: Designation: Technical Section: Manufacturer: Product Designation: Specified Product:

Technical Section:

Specified Product:

Product

Subcontractor Name

PROPOSED SUBCONTRACTORS FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

Review of proposed subcontractors shall be in accordance with Article 5.2 of the General Conditions.

Instructions:

1. List below name of each subcontractor whose figures have been used in preparing the Bid, and to whom a subcontract is expected to be awarded, upon Architect's review, should the Contract be awarded to the Bidder.

Specification Section

2. For each subcontractor, identify the Specification section(s) included in that subcontract.

PROPOSED SCHEDULE OF VALUES FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

For the convenience of the Owner's preliminary analysis of the Bid, list the value of the Work included in the Base Bid sum for each building:

Cornwall Elementary School:	
Alterations - Building:	\$
Site Work:	\$
Cornwall Central Middle School:	
Alterations - Building:	\$
Site Work:	\$
Cornwall-on-Hudson Elementary School	
Alterations - Building:	\$
Total Base Bid	\$

BIDDER'S QUALIFICATIONS FORM

NOTARIZED AND SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING UPON REQUEST BY ARCHITECT

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet.

- 1. Name of Bidder:
- 2. Permanent main office address:
- 3. When organized:
- 4. If a corporation, where incorporated:
- 5. How many years have you been engaged in the contracting business under your present firm or trade name?
- 6. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)
- 7. General character of work performed by your company:
- 8. Have you ever failed to complete any work awarded to you?

If so, where and why?

9. Have you ever defaulted on a contract?

If so, where and why?

- 10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
- 11. List your major equipment available for this Contract.
- 12. List your experience in work similar to this project.
- 13. List the background and experience of the principal members of your organization, including officers.
- 14. List the work to be performed by Subcontractors and summarize the dollar value of each Subcontract.
- 15. Credit available: \$
- 16. Give bank reference:

			erson, firm or corporation to the citals comprising this Bidder's Qu	
Dated	t	his	date of	, 20
			(Name of Bidder)	
]	Ву		
	Т	itle		
State of)) ss.		
County of _				
	be	eing duly sworn de	poses and says that he is	
	of	· 		
	(Na	me of Organizatio	on)	
and that the	answers to the foregoing question Subscribed and sworn to bef		nts therein contained are true and	d correct.
	this	day of		, 20
	-			

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may

be required by the Owner?



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

for the following PROJECT:

(Name, and location or address)
Reconstruction to
Cornwall Elementary School
Cornwall-On-Hudson Elementary School
Cornwall Central Middle School
Cornwall-on-Hudson, New York
Tt Project No.: 363579-22001.3

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

The Palombo Group 195 Front Street, 1st Floor Newburgh, New York 12550

THE OWNER:

(Name, legal status, and address)

Cornwall Central School District 24 Idlewild Avenue Cornwall-on-Hudson, New York 12520

THE ARCHITECT:

(Name, legal status, and address)

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers
Cornell Business & Technology Park
10 Brown Road
Ithaca, New York 14850

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, 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.

User Notes:

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User Notes:

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. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms and the Contractor's bid.
- § 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 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.
- § 1.2.3.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - .1 Modifications, as defined in Section 1.1.1.
 - .2 The Agreement.
 - .3 Addenda, with those of later date having precedence over those of earlier date.
 - .4 The General Conditions of the Contract for Construction.
 - .5 Division 01 of the Specifications.
 - .6 Drawings and remaining Divisions of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions of the Specifications (other than Division 01), or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13.

§ 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 E203TM-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 E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM_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.

§ 1.9 Submittal Exchange, a web-based construction phase software for managing project submittals, RFI's, and other construction phase paperwork, shall be used by all parties on this project. The Architect will be the administrator for the Submittal Exchange system on this project.

OWNER ARTICLE 2

§ 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Not used.
- § 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 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 The Owner shall furnish the Contractor <2> copies of the Contract Documents, including one set to be used for the Project Record Drawings. The Contractor may purchase additional copies at the cost of reproduction, postage and handling.
- § 2.3.8 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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 five-day period after receipt of written 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.

§ 2.6 Acceleration Clause

- § 2.6.1 The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.
- § 2.6.2 In the event that the Contractor believes that some action or inaction on the part of the Owner constitutes an acceleration directive, the Contractor shall immediately notify the Owner in writing that the Contractor considers the actions an acceleration directive, with copies to the Architect and Construction Manager. This written notification shall detail the circumstances of the claimed acceleration directive. The Contractor shall not accelerate their work efforts until the Owner responds in writing to the written notification. If acceleration is then directed or required by the Owner, all cost records referred to above shall be maintained by the Contractor and provided to the Owner on a daily basis.
- § 2.6.3 In order to preserve a claim to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort."

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 carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications, but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet

governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

- § 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. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- § 3.2.2.1 Do not scale Drawings. Follow figure dimensions, confirming on site.
- § 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.
- § 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- § 3.2.5.1 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.5.2 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- § 3.2.5.3 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

- § 3.2.5.4 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.
- § 3.2.5.5 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation."

§ 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.
- § 3.3.4 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. Each contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the project."

§ 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. Substitutions shall satisfy the following conditions:
 - .1 The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.

- 2 Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved by the Architect and Owner.
- .3 Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
- **.6** Each such request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
- .7 The burden of proof of the merit of the proposed substitution is upon the proposer.
- .8 The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
- .9 Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the market place and only at "no change" or "credit" to Contract amount.
- Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect:
 - (a) Redesign required for any of the Work.
 - (b) Material or quantity changes for any of the Work.
 - (c) Delays in any of the Work.
 - (d) Request for information generated due to substitutions.
- § 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:
 - .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
 - .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
 - .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- § 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions for convenience after the period noted in Division 01 Section "Substitution Procedures" and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.
- § 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.

§ 3.6.1 The Owner is exempt from payment of Federal, State, local taxes, and from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

§ 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.
- § 3.7.1.1 The Owner shall secure the building permit from the New York State Education Department.
- § 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.
- § 3.7.2.1 In accordance New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
- § 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.
- § 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 and Subcontractors, of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Lump Sum Allowances, Unit Cost Allowances and Quantity Allowances: 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;
- .3 Contingency Allowances: Contractor's costs, including all such subcontractor costs, for receiving and handling at Project site, labor, installation, and similar costs related to products and materials under allowance shall be included as part of the allowance. Contractor, and subcontractor, Overhead and profit related to the allowance shall be included as part of the Contract Sum and not part of the allowance; and
- 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.
- The Architect shall create and process Allowance Access Authorizations for the Construction Manager and Owner's approval and execution in accordance with the Contract Documents.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.4 Refer to Division 01 Section "Allowances" for additional information.

§ 3.9 Superintendent

§ 3.9.1 Prior to starting the work, the Contractor shall designate the project manager, superintendent and other key individuals who shall be assigned to the project through and including final completion. Such designation shall be in writing and provided to the Architect, Construction Manager, and Owner. The Superintendent shall be in attendance at the project site throughout the work while work is being performed by the Contractor, including completion of the punch list. The Superintendent shall, during the performance of the work unless otherwise excused by the Architect and Construction Manager, remain on site at all times any work is being performed, until termination of the contract, unless the job is suspended or work is stopped by the Construction Manager or Owner. Said representative shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should an approved representative thereafter leave the Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to request a change in the Contractor's representatives if their performance is unsatisfactory. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. The

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Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's Superintending staff.

- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing, 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 prepare and 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, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. 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 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.
- § 3.10.3 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.

(Paragraph deleted)

§ 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.

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- § 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, 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 in writing 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.
- § 3.12.11 The Contractor is required to provide all submittals for the Architect's review; all submittals to be provided to the Architect by the Submittal deadlines noted in the Contract Documents. The Architect's review of Contractor's submittals will be limited to the time preceding the Submittal deadline and will consist of an examination of an initial submittal and <1> resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals, and for evaluation of submittals for which the initial submission is received after the Submittal deadlines.

§ 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.
- § 3.13.3 The Contractor shall be responsible for enforcing the Owner's security and access policies and procedures and the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site, and the Owner's Project Representative shall provide interpretations should a question arise if the rules of conduct are being adequately enforced by the Contractor:
 - .1 No smoking or use of tobacco products.
 - .2 No drinking of alcoholic beverages or use of controlled substances.
 - .3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances.
 - .4 No use of indecent language or display of indecent images, publications or terms.
 - .5 No use of radios or other entertainment devices.
 - .6 No horseplay or dangerous behavior.
 - .7 No firearms or other weapons.
 - .8 No communication with staff or students.
- § 3.13.4 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

§ 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 defend, indemnify and hold harmless the Owner, Construction Manager, Architect, each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss or expense is attributable to any bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the act, omission, fault, or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Construction Manager, or Architect for the negligence of the Owner, Construction Manager, or Architect to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss or expense.
- § 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.

§ 3.19 Daily Records Clause

- § 3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.
- § 3.19.2 In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.
- § 3.19.3 Such daily records shall be copied and provided to the Construction Manager as the representative of the Owner at the end of every week.

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.

(Paragraph deleted)

§ 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. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. 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.
- § 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.
- § 4.2.2.2 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Construction Manager for site visits made necessary by the fault of the Contractor or by defects and deficiencies 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. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional 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, material and equipment 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 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 Architect will prepare Change Orders, Construction Change Directives and Allowance Change Authorizations.
- § 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
- § 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 duties, responsibilities and limitations of authority of the Project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. 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 of the Contractor 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.

(Paragraph deleted)

§ 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 Separate Contractors or the subcontractors of 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 or the bidding requirements, 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 for each principal portion of the Work. 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.
- § 5.2.5 The Contractor shall perform at least <Twenty-Five> percent of the cost of the Contract (not including the costs of materials, insurance, bonds, submittals and similar items) with its own employees.

§ 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
 - 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
 - assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the .2 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.

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§ 5.5 Owner Payments to Subcontractors

- § 5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner, Construction Manager, or Architect fails to approve any application for payment, that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount so paid the Subcontractor shall be deducted from any contract amount due to the Contractor.
- § 5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner'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