

Addendum

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Wallkill Central School District Wallkill, New York

Reconstruction to Plattekill Elementary School John G. Borden Middle School Wallkill Senior High School

Tt Project No. 17597-22002 - Phase 2

SED NO. 62-18-01-06-0-005-017 62-18-01-06-0-002-015 62-18-01-06-0-007-019

BID Addendum No. 1 to Drawings and Project Manual

February 21, 2024

To: ALL BIDDERS

This ADDENDUM forms a part of the BIDDING AND CONTRACT DOCUMENTS and modifies the following documents: Original DRAWINGS dated June 30, 2023.

PROJECT MANUAL dated June 30, 2023.

Acknowledge receipt of the ADDENDUM in the space provided on the FORM OF PROPOSAL

This ADDENDUM consists of (4) pages and the following:

ATTACHMENTS

PRE-BID REQUEST FOR INFORMATION QUESTIONS/ANSWERS

REISSUED PROJECT MANUAL SECTIONS

AIA DOCUMENT A232-2019 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION SECTION 01 10 00 – SUMMARY OF WORK WITH ATTACHMENTS SECTION 07 21 00 – THERMAL INSULATION

NEW DRAWINGS (30 x 42)

ACM100 First Floor Ceiling Phasing Plan ACM101 Second Floor Ceiling Phasing Plan

REISSUED DRAWINGS (30 x 42)

AHAZ052 Roof Abatement Plan

REISSUED DRAWINGS (30 x 42) (cont'd)

- AHAZ101 First Floor Abatement Plan Area "B"
- BHAZ052 Roof Abatement Plan
- BHAZ100 First Floor Abatement Plan Area "A"
- BHAZ101 First Floor Abatement Plan Area "B"

PROJECT MANUAL MODIFICATIONS

ITEM 1-C-1: Refer to SECTION 00 01 15 – LIST OF DRAWINGS SHEET

1. John G. Borden Middle School, Electrical, <u>ADD</u> the following:

"BE162 Roof Plan".

ITEM 1-C-2: Refer to AIA DOCUMENT A232-2019 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1. <u>DELETE</u> section in its entirety and, <u>ADD</u> new section attached to this addendum.

ITEM 1-C-3: Refer to SECTION 01 10 00 – SUMMARY OF WORK (with attachments)

- 1. <u>DELETE</u> section in its entirety and, <u>ADD</u> new section attached to this addendum.
- 2. ADD Drawings ACM100 and ACM101 attached to this addendum.

ITEM 1-C-4: Refer to SECTION 01 21 00 – ALLOWANCES

- 1. Paragraph 3.3, A., <u>AMEND</u> to read as follows:
 - "A. Allowance No. 2: Contingency Allowance: Include the sum of \$50,000 for use according to Owner's instructions and for hidden and unforeseen conditions discovered during construction".

PROJECT MANUAL MODIFICATIONS - ARCHITECTURAL

ITEM 1-C-5: Refer to SECTION 04 20 00 - UNIT MASONRY

- 1. Paragraph 1.6, A., <u>ADD</u> the following:
 - "13. Adjustable masonry-veneer anchors".
- 2. Paragraph 2.8, <u>ADD</u> the following:
 - "F. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
 - 2. Fabricate wire ties from 0.187-inch- diameter, stainless steel wire unless otherwise indicated.

- Screw-Attached, Thermally-Isolated, Masonry-Veneer Anchors: Wire tie and a corrosion-resistant, self-drilling, barrel screw designed to receive wire tie. Barrel has gasketed washer head that covers hole in insulation.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Heckmann Building Products Inc., Div. of Mechanical Plastics Corp.; Original Pos-I-Tie Veneer Anchoring Clip (75), Pos-I-Tie ThermalClip (75TC), and Pintle Wire Tie for ThermalClip (282-N).
 - 2) Hohmann & Barnard, Inc.; Thermal 2-Seal Wing Nut Anchor and Adjustable Wall Ties (pintle).
 - 3) Wire-Bond; #4522 SureTie WS, #4590 Thermal Grip Washer, and #4515 SureTie Double Hook."

ITEM 1-C-6: Refer to SECTION 07 21 00 – THERMAL INSULATION

1. <u>DELETE</u> section in its entirety and, <u>ADD</u> new section attached to this addendum.

DRAWING MODIFICATIONS - HAZARDOUS MATERIAL

ITEM 1-C-7: Refer to DRAWING AHAZ052

1. <u>DELETE</u> drawing in its entirety and, <u>ADD</u> new drawing attached to this addendum

ITEM 1-C-8: Refer to DRAWING AHAZ101

1. <u>DELETE</u> drawing in its entirety and, <u>ADD</u> new drawing attached to this addendum.

ITEM 1-C-9: Refer to DRAWING BHAZ052

1. <u>DELETE</u> drawing in its entirety and, <u>ADD</u> new drawing attached to this addendum.

ITEM 1-C-10: Refer to DRAWING BHAZ100

1. <u>DELETE</u> drawing in its entirety and, <u>ADD</u> new drawing attached to this addendum.

ITEM 1-C-11: Refer to DRAWING BHAZ101

1. <u>DELETE</u> drawing in its entirety and, <u>ADD</u> new drawing attached to this addendum.

DRAWING MODIFICATIONS - ARCHITECTURAL

ITEM 1-C-12: Refer to DRAWING AA101

1. Detail 1, Gymnasium 150, <u>ADD</u> the following note:

"SCOPE RELATED TO THE GYMNASIUM FLOORING REPLACEMENT, INCLUDING BLEACHER RELOCATION TO PERFORM WORK, IS A SEPARATE FURNISHED AND INSTALLED CONTRACT PER SPECIFICATION 01 10 00 SUMMARY OF WORK"

ITEM 1-C-13: Refer to DRAWING AA131

1. Detail 1, Gymnasium 150, ADD the following notes:

"PREPARE, PRIME AND PAINT ALL EXISTING WALLS FULL HEIGHT WITHIN GYMNASIUM 150. REFER TO SPECIFICATION 09 91 00 FOR ADDITIONAL INFORMATION."

"SCOPE RELATED TO THE GYMNASIUM FLOORING REPLACEMENT, INCLUDING BLEACHER RELOCATION TO PERFORM WORK, IS A SEPARATE FURNISHED AND INSTALLED CONTRACT PER SPECIFICATION 01 10 00 SUMMARY OF WORK"

ITEM 1-C-14: Refer to DRAWING AA162

- 1. Detail 1, <u>ADD</u> ceiling tag to STOR 151A indicating Ceiling Type A3 and ceiling height 8'-4".
- 2. Detail 1, <u>DELETE</u> the Detail Tag 3/AA162 from the location in the corridor just outside of room SPECIAL ED CLASSROOM 101.

ITEM 1-C-15: Refer to DRAWING AA163

- 1. Detail 2, <u>ADD</u> ceiling tag to STORAGE B39 indicating Ceiling Type A3 and ceiling height 8'-4".
- 2. Detail 2, <u>AMEND</u> ceiling tag in TOILET B40A at the Type B ceiling to have a height of 8'-0".

ITEM 1-C-16: Refer to DRAWING AA402

1. Detail 1, Gymnasium 150, <u>ADD</u> the following note:

"SCOPE RELATED TO THE GYMNASIUM FLOORING REPLACEMENT, INCLUDING BLEACHER RELOCATION TO PERFORM WORK, IS A SEPARATE FURNISHED AND INSTALLED CONTRACT PER SPECIFICATION 01 10 00 SUMMARY OF WORK"

ITEM 1-C-17: Refer to DRAWING AA403

1. <u>ADD</u> the following note to the center of the sheet:

"SCOPE RELATED TO THE GYMNASIUM FLOORING REPLACEMENT, INCLUDING BLEACHER RELOCATION TO PERFORM WORK, IS A SEPARATE FURNISHED AND INSTALLED CONTRACT PER SPECIFICATION 01 10 00 SUMMARY OF WORK"

END OF ADDENDUM



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

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

Project No.: 17597-22002 Date: 02/16/24

Project Name: Reconstruction to Wallkill Senior High School, John G. Borden Middle School, and Plattekill

Elementary School

Bidder Contact Person: Marija Trajkovska Bidder Company Name: UniMak LLC **Bidder Phone:** (973) 233-4647

Bidder Email Address: marija.trajkovska@unimakllc.com

Question Pertains to: Carpentry

Drawing Number: AA162, AA163, AA168, BA600

WSHS First Floor (B, C, D, E), WSHS Second Floor (C, D, E), JGBMS, All deck heights, Plan Area: Room Number: Lobby 301, Library 129, Storage B39 & 151A, Home and Career Skills 116A, Elevator 198, Music Room 123

Drawing Detail Number: 5/AA162; 3/AA162; 11/BA600

Specification Section:

Question: (Please be specific)

- 1. Detail 5/AA162, please advise on the size of the extruded aluminum edge molding.
- 2. Will the library be emptied out at the HS in order to have the room fully opened to work in?

- Will the library be emptied out at the Fro in order to invert the footh fully opened to work in a
 Please advise on the deck heights (high school basement, first floor and other schools).
 Drawing AA163, room Storage B39 (HS), please advise on the ceiling tile.
 Drawing AA162, room Storage 151A, please advise on the ceiling tile.
 There is a detail tag 3/AA162 on drawing AA162 in the home & career skills corridor. Please confirm it is not to be utilized.
- 7. Drawing AA168, has a tag 5/AA162 by Elevator #198 please confirm this is accurate.

 8. Please confirm detail 5/AA162 is not at all the exterior window locations, only music room 123, library 129 and elevator 198?

 9. Drawing BA62, detail 11/BA600 please confirm if this is only at one location or throughout at all the windows?
- Timothy Stevens

Review by Architect/Engineers:

2/19/23 Responded By: Date:

- 1. Per detail, "height as required to close gap between ceiling heights". This will need to be verified in field.
- 2. This item is pending coordination with the owner and will be responded to in a future Addendum.
- 3. Heights need to be verified in field.
- 4. Will be addressed in Bid Addendum #1.
- 5. Will be addressed in Bid Addendum #1.
- 6. Will be addressed in Bid Addendum #1.
- 7. The tag is correct. Please note the text "SIM" adjacent to the tag.
- 8. Refer to keyed ceiling note 1.
- 9. The detail is only required where identified on the drawings.

Submit requests not less than 5 working days prior to the specified Bid Opening date and time. In the event that this question requires clarification or modification of the Bidding Documents, such written information can only be provided by formal Addendum, distributed to all plan holders.

Tetra Tech INSTRUCTIONS TO BIDDERS Page ITB-8 Architects & Engineers Project No. 17597-22002

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

for the following PROJECT:

(Name, and location or address)

Reconstruction to Wallkill Senior High School John G. Borden Middle School Plattekill Elementary School Tt Project Number 17597-22002

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Barone Construction Group Inc. 23 New Paltz Road Highland, New York 12528

THE OWNER:

(Name, legal status, and address)

Wallkill Central School District 1500 Route 208 Wallkill, New York 12589

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, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.
- § 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.
- § 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- § 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- § 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- § 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

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binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document 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.

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within thirty (30) days of the Contractor's written 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' written 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 and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.
- § 2.3.5 The Owner shall furnish, upon written request, only, and as necessary to complete the work, 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 reasonably 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 <two (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 forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has 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 are waived and will not be permitted.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing 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.
- § 3.2.4.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and not 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 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications

and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- §3.2.5.2 The Contractor may submit written 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.
- § 3.2.5.3 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.
- § 3.2.5.4 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.
- § 3.2.5.5 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.
- § 3.2.5.6 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.

§ 3.4 Labor and Materials

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

- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.
- § 3.4.2.1 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. 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, to the extent practicable, 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 The Owner, through the Construction Manager, shall secure and pay for the building permit from the New York State Education Department. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.
- § 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 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 responsible for worker safety upon the Owner or the Architect.
- 3.7.2.2 In accordance with 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.
- § 3.7.3 If the Contractor or Subcontractor performs Work which it knows or should have known was 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 in writing 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.
 - .1 Contingency Allowances shall cover the direct cost to the Contractor and Subcontractors for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.
- .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.

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§ 3.8.2

(Paragraphs deleted)

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

(Paragraph deleted)

§ 3.8.3 Refer to Division 01 Section "Allowances" for additional information.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ and designate a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be in attendance at the project site full time throughout the work, including completion of the punch list. The superintendent must speak the English language clearly.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.
- § 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and 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 in good order and condition. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.
- § 3.12.11 The Contractor is required to provide all submittals for the Architect's review. All submittals are 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[s]. 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, the Owner's Code of Conduct, 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.

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§ 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, breach of contract, breach of warranty 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.

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

- **§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- **§ 4.1.2** The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.
- § 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- **§ 4.2.2.1** The Contractor shall reimburse the Owner for compensation paid to the Architect and/or Construction Manager for additional site visits made necessary by the fault, neglect, deficiencies in the work, or request of the Contractor.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.
- § 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.
- **§ 4.2.4** The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.
- § 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- § 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.
- § 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other, and the Owner, in writing about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.
- § 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.
- § 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.
- § 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
- § 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.13 The Architect, with input from the Construction Manager, 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.

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- § 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.
- § 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

(Paragraph deleted)

- § 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. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.
- § 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

SUBCONTRACTORS ARTICLE 5

§ 5.1 Definitions

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

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

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

- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including, but not limited to, the responsibility for safety of the Subcontractor's Work, and obligations to defend and indemnify 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
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect in writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- § 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:
- .1 Maximum combined overhead and profit, 15 percent of the cost.
- .2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section
- .3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.
- .4 The additional bond charges for the total change order, two percent (2%) of the cost shall also apply to Deduct Change orders.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect, in coordination with the Construction Manager, and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others; and

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- Intentionally omitted.
- .5 Costs of supervision and field office personnel directly attributable to the change.
- .6 Overhead and profit mark-up shall include, but not be limited to, the following:
 - .1 home office expense:
 - .2 field office expense;
 - .3 supervision;
 - .4 project management & estimation; and
 - .5 small tools & equipment.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."

PAYMENTS AND COMPLETION ARTICLE 9

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the

Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.
- § 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for

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

- § 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.
- § 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.
- § 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.
- § 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- 8. failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Intentionally omitted.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 9.8.1.1 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect and Construction Manager confirming their work is on schedule for Substantial Completion by the contract specified date. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absent the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect's inspection discloses any item which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine the actual date of Substantial Completion.
- § 9.8.1.2 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

- § 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- § 9.8.6 In the event the Contractor does not achieve final completion within sixty (60) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

§ 9.10.6 If the Contractor is responsible for delays in the final completion and closeout beyond the contract specified time, the Owner shall be entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently extend the Electronic Submittal System (Submittal Exchange).

PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

- other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them

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has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally omitted.

- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's insurance policies, except for workers' compensation and N.Y. Disability insurance.

§ 11.1.1 The policy naming the Owner, Construction Manager, Construction Manager's consultants, and the Architect and Architect's consultants as additional insureds shall:

- .1 Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required**.
- .2. State that the organization's coverage shall be primary and non-contributory coverage for the Owner, the Construction Manager, and the Architect, and their Board, employees and volunteers including a waiver of subrogation in favor of the Owner, Construction Manager, and Architect for all coverages including Workers Compensation.
- .3. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner, Construction Manager, and Architect for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- § 11.1.1.2 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry, or plumbing) that are covered by the liability policies.

- § 11.1.1.2 At the Owner's request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
- § 11.1.1.2 There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- § 11.1.1.2 No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
- § 11.1.1.2 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form- additional details must be provided in writing. Policy exclusions may not be accepted.
- § 11.1.1.2 The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions. § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 The limits of liability of the insurance required above shall be as follows:
 - Commercial General Liability (CGL) Limits of Insurance not less than: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate per project/location \$2,000,000 Products/Completed Operations Aggregate \$100,000 Fire Damage Legal Liability
 - \$10,000 Medical Payments
 - The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply on a per-project basis.
 - d. Attached to each certificate of insurance shall be a copy of the additional Insured Endorsement address in c.) above.
 - Contractor shall maintain Commercial General Liability coverage for itself e. and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.
 - **Automotive Liability**
 - Business Auto Liability with limits of at least \$1,000,000 each accident for bodily injury and/or property damage.
 - Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis.
 - .3 Commercial Umbrella
 - Umbrella limits must be at least a minimum of \$5,000,000 or available policy limits if a. policy limits are higher.
 - Umbrella coverage must include as additional insureds all entities that are additional insureds all entities that are additional insureds on the Commercial General Liability Policy.
 - Umbrella coverage for such additional insureds shall apply as primary and C. non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers

User Notes:

Liability coverages maintained by the Contractor.

d. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b.) and c.) above.

Workers Compensation and Employers Liability

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Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

Asbestos/Lead Abatement/Environmental Impairment Liability (Pollution Insurance) (EIL)

- Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate.
- b. Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.
- If the Contractor is using motor vehicle for transporting hazardous materials, the c. Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

Owners Contractors Protective (OCP) Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Construction Manager as the insureds. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract. The OCP policy must be with a New York State licensed and admitted carrier.

.7 The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors. 8.

At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.

Contractor acknowledges that failure to obtain such insurance on behalf of the Owner, Construction Manager, and Architect constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner, Construction Manager, and Architect.

.10 Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.

.11 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, and Architect, their Board, employees, and volunteers from any and all claims for which the required insurance would have provided coverage. The indemnity obligation is in addition to any other indemnity obligation provided in the Agreement.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the

Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in Supreme Court, Ulster County, or the United State District Court, Northern District of New York, if applicable.

- § 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.
- § 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:
 - .1 No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
 - The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
 - The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of

this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:

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

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates
- 2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- 3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- .4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- 1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
- .3 If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- 4 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- .5 The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the

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User Notes:

- Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available
- § 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.
- § 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

13.6 Equal Opportunity

- § 13.6.1 The Contractor shall maintain policies of employment as follows:
- .1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.
- .2 The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.7 Wage Rates

§ 13.8.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

(Paragraph deleted)

- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty (30) days' notice to the Owner with reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon thirty (30) additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- **§ 14.2.1** The Owner may terminate the Contract if the Contractor
 - .1 refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - otherwise breaches a material provision of the Contract Documents. .4
 - .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
 - fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees incurred by the Owner, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation

- claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - general introduction;
 - b. general background discussion
 - issues
 - index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - all critical path method schedules (as-planned, monthly updates, schedule revisions and d. as-built, along with computer disks of all schedules related to the claim;
 - productivity exhibits (if appropriate); and e.
 - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. In the case of a continuing delay only one Claim is necessary.

- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- § 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation

relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.
- § 15.3 Mediation
- § 15.3.1 Intentionally omitted.
- § 15.3.2 The parties may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

Additions and Deletions Report for

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PAGE 1

Reconstruction to
Wallkill Senior High School
John G. Borden Middle School
Plattekill Elementary School
Tt Project Number 17597-22002

...

Barone Construction Group Inc. 23 New Paltz Road Highland, New York 12528

•••

Wallkill Central School District 1500 Route 208 Wallkill, New York 12589

. . .

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

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§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms, and the Contractor's bid.. PAGE 5

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such

information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

..

§ 2.2.2 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-thirty (30) days of the Contractor's written 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.

...

- § 2.2.4 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' written 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. **PAGE 6**
- § 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.
- § 2.3.5 The Owner shall furnish furnish, upon written request, only, and as necessary to complete the work, 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 reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

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

•••

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day Five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants'

additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local 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 correlated personal observations with requirements of the Contract Documents 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 are waived and will not be permitted.

...

- § 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 in writing 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.
- § 3.2.4.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and not 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 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.
- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- §3.2.5.2 The Contractor may submit written 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.
- § 3.2.5.3 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.
- § 3.2.5.4 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.

- § 3.2.5.5 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.
- § 3.2.5.6 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.

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- § 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.

...

§ 3.5.1 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. defects. 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.

• • •

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor Contractor, to the extent practicable, 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. **PAGE 10**

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by The Owner, through the Construction Manager, shall secure and pay for the building permit. permit from the New York State Education Department. The Contractor shall secure and pay for all 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 of and completion of the contract, which are legally required.

...

- § 3.7.2.1 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 failure to comply with this requirement shall not transfer or in any way impose the responsible for worker safety upon the Owner or the Architect.
- 3.7.2.2 In accordance with 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.
- § 3.7.3 If the Contractor performs Work knowing it to be or Subcontractor performs Work which it knows or should have known was 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 in writing 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.

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- § 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.
 - .1 Contingency Allowances shall cover the direct cost to the Contractor and Subcontractors for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.
- .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.
- § 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 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. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.3 Refer to Division 01 Section "Allowances" for additional information.
- § 3.9.1 The Contractor shall employ <u>and designate</u> a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. <u>The superintendent shall be in attendance at the project site full time throughout the work, including completion of the punch list. The superintendent must speak the English language clearly.</u>

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The Contractor shall <u>maintain and</u> 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 <u>submittals</u>—<u>submittals</u> in good order and condition. 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.

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§ 3.12.11 The Contractor is required to provide all submittals for the Architect's review. All submittals are 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[s]. 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.

...

§ 3.13.3 The Contractor shall be responsible for enforcing the Owner's security and access policies and procedures, the Owner's Code of Conduct, 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.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and 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, fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss, loss or expense is attributable to any bodily injury, sickness, disease disease, or death, or to injury to or destruction of tangible property (other than the Work itself), any tangible property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a in whole or in part by the act, omission, fault, breach of contract, breach of warranty 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 they any of the above may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 any of them has been negligent. **PAGE 15**

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect and/or Construction Manager for additional site visits made necessary by the fault, neglect, deficiencies in the work, or request of the Contractor.

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

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§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives. Architect, with input from the Construction Manager, will prepare Change Orders, Construction Change Directives and Allowance Change Authorizations..

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- **§ 4.2.17** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.18 The Architect will interpret and decide matters concerning performance 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.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but no later than fourteen (14) days prior to the start of construction, shall notify furnish in writing to the

Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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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 including, but not limited to, the responsibility for safety of the Subcontractor's Work, that and obligations to defend and indemnify 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.

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§ 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 in writing and in detail 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.

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- § 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:
- .1 Maximum combined overhead and profit, 15 percent of the cost.
- .2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- .3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.
- .4 The additional bond charges for the total change order, two percent (2%) of the cost shall also apply to Deduct Change orders.

A Change Order is a written instrument prepared by the Construction Manager Architect and signed by the Owner, Construction Manager,

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager-Architect, in coordination with the Construction Manager, and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within

the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

...

- .3 Rental costs of machinery and equipment, exclusive of hand tools, tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and Intentionally omitted.
- .5 Costs of supervision and field office personnel directly attributable to the change.
- .6 Overhead and profit mark-up shall include, but not be limited to, the following:
 - .1 home office expense;
 - .2 field office expense;
 - .3 supervision;
 - .4 project management & estimation; and
 - .5 small tools & equipment.

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

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."

. . .

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

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§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.

- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.
- § 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

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- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents: <u>Documents</u>; or
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.

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§ 9.7 Failure of Payment

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

. . .

§ 9.8.1.1 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect and Construction Manager confirming their work is on schedule for Substantial Completion by the contract specified date. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absent the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect's inspection discloses any item which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine the actual date of Substantial Completion.

§ 9.8.1.2 The Architect will perform no more than one inspection to determine whether the Work or a designated

portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

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

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§ 9.8.6 In the event the Contractor does not achieve final completion within sixty (60) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

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§ 9.10.6 If the Contractor is responsible for delays in the final completion and closeout beyond the contract specified time, the Owner shall be entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently extend the Electronic Submittal System (Submittal Exchange).

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

...

§ 10.3.2 Upon receipt of the Contractor's <u>written</u> notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

• • •

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.insurance policies, except for workers' compensation and N.Y. Disability insurance.
- § 11.1.1 The policy naming the Owner, Construction Manager, Construction Manager's consultants, and the Architect and Architect's consultants as additional insureds shall:
 - .1 Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required**.
 - .2. State that the organization's coverage shall be primary and non-contributory coverage for the Owner, the Construction Manager, and the Architect, and their Board, employees and volunteers including a waiver of subrogation in favor of the Owner, Construction Manager, and Architect for all coverages including Workers Compensation.
 - .3. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner, Construction Manager, and Architect for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- § 11.1.1.2 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry, or plumbing) that are covered by the liability policies.
- § 11.1.1.2 At the Owner's request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
- § 11.1.1.2 There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- § 11.1.1.2 No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
- § 11.1.1.2 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form—additional details must be provided in writing. Policy exclusions may not be accepted.
- § 11.1.1.2 The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions. PAGE 31
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required

by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. The limits of liability of the insurance required above shall be as follows:

provide any re	equired cov	verage. The limits of liability of the insurance required above shall be as follows:				
1	Comm	Commercial General Liability (CGL)				
	Limits	Limits of Insurance not less than:				
	\$1,000	\$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate per project/location				
	\$1,000					
		,000 Products/Completed Operations Aggregate				
		\$100,000 Fire Damage Legal Liability				
	\$10,000 Medical Payments					
	a.	The CGL coverage shall contain a General Aggregate Limit, such General				
		Aggregate shall apply on a per-project basis.				
	7 - //					
7/	d.	Attached to each certificate of insurance shall be a copy of the additional				
		Insured Endorsement address in c.) above.				
	e.	Contractor shall maintain Commercial General Liability coverage for itself				
		and all additional insureds for the duration of the project and maintain				
		Completed Operations coverage for itself and each additional insured				
		for least 3 years after completion of the Work.				
.2	Autom	notive Liability				
	a.	Business Auto Liability with limits of at least \$1,000,000 each accident for bodily injury				
		and/or property damage.				
	b.	Business Auto coverage must include coverage for liability arising out of all owned,				
		leased, hired and non-owned automobiles.				
	C.	Owner and other parties required by the Owner, shall be included as additional insured on				
		the auto policy on a primary and non-contributing basis.				
.3	Comm	Commercial Umbrella				
	a.	Umbrella limits must be at least a minimum of \$5,000,000 or available policy limits if				
		policy limits are higher.				
	b.	Umbrella coverage must include as additional insureds all entities that are additional				
		insureds all entities that are additional insureds on the Commercial				
		General Liability Policy.				
	C.	Umbrella coverage for such additional insureds shall apply as primary and				
		non-contributing before any other insurance or self-insurance, including other than the				
		Commercial General Liability, Auto Liability and Employers				
		Liability coverages maintained by the Contractor.				
	d.	Attached to each certificate of insurance shall be a copy of the Additional				
		Insured Endorsement addressed in b.) and c.) above.				
.4	Worke	ers Compensation and Employers Liability				
	<u>a.</u>	Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance				
	(DB-1	(DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by				
	the Ne	the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person				
		seeking an exemption must file a CE-200 Form with the state. The form can be completed and				
		submitted directly to the WC Board online.				
.5		tos/Lead Abatement/Environmental Impairment Liability (Pollution Insurance) (EIL)				
	a.	Contractors involved with the removal and/or abatement of pollutants (including but not				
		limited to asbestos abatement contractors, lead abatement contractors, roofing contractors,				
		tank removal contractors) are required to maintain a minimum of \$2,000,000 per				
		occurrence/\$2,000,000 aggregate.				
	b.	Owner and all other parties required by the Owner, shall be included as additional insured				
	<u></u>	on the EIL policy on a primary and non-contributing basis.				
	с.	If the Contractor is using motor vehicle for transporting hazardous materials, the				

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User Notes:

- Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.
- Owners Contractors Protective (OCP) Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Construction Manager as the insureds. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract. The OCP policy must be with a New York State licensed and admitted carrier.
- .7 The amount of insurance contained in the aforementioned insurance coverages shall not be

 construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.

 At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.
 - .9 Contractor acknowledges that failure to obtain such insurance on behalf of the Owner, Construction

 Manager, and Architect constitutes a material breach of contract and subjects it to liability for

 damages, indemnification and all other legal remedies available to the Owner, Construction

 Manager, and Architect.
 - Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.
 - In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, and Architect, their Board, employees, and volunteers from any and all claims for which the required insurance would have provided coverage. The indemnity obligation is in addition to any other indemnity obligation provided in the Agreement.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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

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The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in Supreme Court, Ulster County, or the United State District Court, Northern District of New York, if applicable.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws.

Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

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

- .1 No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
- .3 The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- 2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- .3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- .4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- .2 If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by

a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.

- If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

13.6 Equal Opportunity

§ 13.6.1 The Contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

.2 The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.7 Wage Rates

§ 13.8.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

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- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- **§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven thirty (30) days' notice to the Owner, Owner with reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven-thirty (30) additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

.1 repeatedly-refuses or fails to supply enough properly skilled workers or proper materials;

- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents. breaches a material provision of the Contract Documents.
- 5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- 6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."

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

...

Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees incurred by the Owner, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract. PAGE 40

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

...

§ 14.4.1 The Owner may, at any time, terminate the Contract-Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without eause.cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

. . .

§ 14.4.3 In the case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

•••

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

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- d claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
 - . productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- supporting documentation of damages for each issue shall be cited, photocopied or explained.

 Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

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

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

•••

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

...

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Intentionally omitted.
- § 15.3.2 The parties shall may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

. . .

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- **§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Kim Ruebel, hereby certify, to the best of my knowledge, information and belief, that I created the attached final
document simultaneously with its associated Additions and Deletions Report and this certification at 08:02:07 ET on
02/17/2024 under Order No. 3104237909 from AIA Contract Documents software and that in preparing the attached
final document I made no changes to the original text of AIA® Document A232 TM – 2019, General Conditions of the
Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown
in the associated Additions and Deletions Report.

(Signed)		
(Title)		
(Dated)		

SECTION 01 10 00 - SUMMARY OF WORK

A. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Project Identification: Project consists of renovations to the Wallkill Senior High School, John G. Borden Middle School, and Plattekill Elementary Schools, as shown on the contract drawings and described in the project manual.

B.

- 1. Project Locations:
 - a. Project sites located at various locations at the Wallkill Central School District
 - Wallkill Senior High School (High School)
 90 Robinson Drive
 Wallkill, NY 12589
 - 2) John G. Borden Middle School (Middle School) 109 Bona Ventura Avenue Wallkill, NY 12589
 - 4) Plattekill Elementary School 1270 Rt. 32 Plattekill, NY 12568
- 2. Owner:

Wallkill Central School District 1500 Rt 208 PO Box 310 Wallkill, NY 12589

3. Architect:

Tetra Tech Architects & Engineers Cornell Business and Technology Park 10 Brown Rd. Ithaca, NY 14850

4. CM: Barone Construction Group, Inc. 23 New Paltz Rd. Highland, NY 12528

- C. The work includes alterations for various locations at the Wallkill Central School District.
 - All materials, equipment and methods of construction shall comply with all the requirements of the latest edition of The New York State Building Code, and the regulations of NY State Education Department.
 - 2. The Specific work scheduled to be performed must be completed such that it will not impact/impede school egress when school is in session.

1.3 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.4 THE CONTRACT

- A. The Project will be constructed under a multiple prime contracting arrangement with the Owner awarding and holding separate Contracts. Each contractor shall furnish all labor, material, tools, equipment, supervision, layout, delivery, trucking, shop drawings, submittals, storage etc. necessary to complete the work described in the Division of Work of their respective Contracts and based upon a complete set of Contract Documents.
- B. Each Contractor has been given the opportunity prior to bid to inspect the entire Project sites for interferences to their Contract work and agrees to accept the sites as they exist on the date of the bid opening.

C.

- 1. It is the Owner's intention to continue to occupy the existing buildings and sites for normal School operations during the Construction process. The Contractors all agree to:
 - a. Cooperate with the Owner's personnel in maintaining and facilitating access to the school buildings and its facilities by the school staff, Students, Owner's agents, service consultants and the public, throughout the construction process.
 - b. Keep driveways and entrances serving the occupied School buildings clear and available to the Owner, the Owner's employees, the public and to emergency vehicles at all times. Do not obstruct access to or use these areas for parking or staging of equipment or materials. All access through these existing areas must be coordinated in advance and in accordance with the Owner's usage and occupancy schedule.
 - c. Schedule construction operations to minimize any conflicts or interruptions to the daily school functions. Coordinate any necessary interruptions with the designated project representative.
 - d. All existing Owner-occupied buildings (not turned over to the Project Contractors) need to remain operational at all times. The contractors are responsible to maintain all systems, such as but not limited to fire alarm, clocks, electric, public address system, gas service, heat, plumbing etc.

D. Each Prime Contractor shall:

- 1. Prohibit tobacco, alcohol, illegal drug and firearm possession and use by their employees while on site.
- 2. Prohibit conduct which materially and substantially interferes with the educational process, including the use of obscene and profane language and gestures.
- 3. Coordinate construction schedule information to formulate one master schedule for the entire Project.
- 4. Provide adequate temporary restroom facilities for its own employees.
- 5. Provide potable drinking water for its own employees.
- 6. Provide access to all concealed systems as required for system maintenance and repair for items installed in their Prime Contract.
- 7. Provide and maintain material lifting equipment required for the completion of their Contract requirements, and complying with NYS Labor Laws, OSHA Regulations, and other Federal, State, and local laws.
- 8. Provide and maintain additional temporary stairs, ladders, ramps, scaffolding, and platforms required specifically for completion of work of their own Contract, and as further detailed in this section. All work needs to comply with the NYS Labor Laws, OSHA regulation, and other Federal, State, and local laws.

- 9. Provide Fire Prevention materials and equipment for fire protection related to the work of their own Prime Contract. Provide fire extinguishers, fire blankets, and fire watch during all cutting and welding operations.
- 10. Provide any supplemental lighting required to install the work of its own Contract, beyond the minimum OSHA levels provided under the Electrical Work Prime Contract.
- 11. Provide traffic control for deliveries, and equipment needed to perform the work of their own Prime Contract.
- 12. Provide protection of its own finished Work, after installation, until accepted by the Owner.
- 13. Provide fire caulking for any penetration related to the work for its own Prime Contract.
- 14. Provide final cleaning per Spec Section 01 77 00.
- 15. Provide any office and storage trailers required to complete the work of their own Prime Contract. The location of the office and storage trailers will be determined by the Owner and the Construction Manager.
- 16. Provide for a thorough final cleaning of the site, building, and equipment provided under their Prime Contract immediately before the final inspection. Each Prime Contractor is responsible for cleaning and dust and debris generated from the work of their own Contract.
 - a. Maintain areas in a cleaned condition until the Owner occupies the space.
 - b. Personnel: Experienced workmen or professional cleaners.
- 17. All personnel shall have company issued ID badges (with picture and name) visible while working on site.
- 18. Provide OSHA 10 cards to Construction Manager for each employee working on site prior to starting work.
- 19. All personnel working on site shall be provided and wear correctly fitted, proper PPE (personal protective equipment) suitable for their tasks as necessary and per OSHA requirements.
- 20. All personnel working on site shall wear proper working attire.
- 21. Failure to provide requirements listed above could lead to personnel being removed from site.

1.5 SUMMARY OF WORK

- A. The work will be constructed under multiple prime contracts. One set of contract documents is issued covering the multiple contracts. Each Prime Contract is defined as:
 - 1. CONTRACT GC-1 General Work Contractor High School
 - 2. CONTRACT GC-2 General Work Contractor Middle School
 - 3. CONTRACT GC-3 General Work Contractor Plattekill Elementary School
 - 4. CONTRACT HVAC-1 Mechanical Work Contractor Middle School and High Schools
 - 5. CONTRACT EC-1 Electrical Work Contractor -High Schools
 - 6. CONTRACT EC-2 Electrical Work Contractor Middle School
 - 7. CONTRACT PC-1 Plumbing Work Contractor- Middle School and High Schools
- B. The owner will construct other projects generally concurrent with these contracts as follows. Cooperate fully with the separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract or other contracts. Coordinate the work of this contract with the work performed under the separate contracts.
- C. The following are furnished and installed contracts:
 - 1. Senior High School Gymnasium Floor Reconstruction
 - 2. Roofing Contractor 1- RC-4 Wallkill Senior High School, Including Asbestos abatement on Roof.
 - 3. Roofing Contractor 2- RC-5 John G. Borden Middle School, Including Asbestos abatement on Roof.
- D. The following are furnish only contracts (installation is by the specific primes called for in the contract documents)
 - 1. HVAC Equipment installed by the Mechanical Work Contractor HVAC-1

E. Currently the District has ongoing working at all schools, specifically Main Entrance Vestibule work. Each contractor is responsible for coordinating work with these contractors.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. The project will be constructed under a multiple-prime contracting arrangement.
- B. One set of documents is issued covering all multiple prime contracts. Each prime contractor is to review ALL drawings and specifications for complete understanding and knowledge of the work
- C. The following Contract Documents are specifically included and defined as integral to each Prime Contract.
 - 1. Bidding Requirements
 - 2. Performance and Payment Bonds
 - 3. Conditions of the Contract, including
 - a. General Conditions & Supplementary Conditions
 - b. Insurance Requirements
 - c. NYS Prevailing Wage Rates.
- D. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Concrete for the Work of each contract shall be provided by each contract for its own Work, unless specifically assigned to another Contract.
 - 3. Provide all cutting & patching associated with the Work of its Prime Contract. All patching is to be performed by mechanics qualified and experienced with the materials and finishes being patched and hired by the responsible Prime Contractor.
 - 4. Firestopping for the Work of each contract shall be provided by each contract for its own Work. Firestopping shall comply with Division 7 Section "Penetration Firestopping"
 - Access doors not shown on Architectural drawings and required for access to junction boxes, valves and similar equipment for the Work of each contract shall be furnished and installed by each contract for its own Work. All access doors shall comply with Division 8 Section "Access Doors and Frames."
 - Lead Based Paint precautions for the Work of each contract shall be provided by each contract for its own Work. Each Prime Contractor shall provide procedures for OSHA Lead precautions.
 - 7. Each Prime Contractor shall designate a full-time superintendent to supervise the work of the Prime Contractor, who shall always be present on the job site when work is being performed; this person shall be familiar with the Project and authorized to conclude matters relating to progress. This person shall also represent their company at weekly contractor meetings. The Owner, Construction Manager and Architect should be informed of the contractor's designated personnel and approve of the person.
 - 8. Termination and removal of its temporary facilities shall be provided by each contract for its own Work.
- E. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 1 Section 01 50 00 "Temporary Facilities and Controls," each Contract is responsible for the following:
 - 1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility
 - 2. Generators, plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.

- 3. Temporary heat for construction at isolated work areas.4. Temporary enclosures for its own construction activities.
- 5. Hoisting requirements for its own construction activities.
- 6. Each Prime Contractor is to stockpile their debris on a daily basis and place it in their dumpster. Dumpsters will be provided by each Prime Contractor at each site as necessary. All Prime Contractors are responsible to remove their waste offsite. Waste disposal of asbestos containing materials will be by the General Work Contractor.
- 7. Secure lockup of its own tools, materials, and equipment.
- 8. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- 9. Safety procedures as dictated by the district, OSHA, and the NYS Department of Labor.
- 10. Safety and wayfinding signage.
- 11. Labor for daily clean-up.

1.7 GENERAL WORK CONTRACT - GC-1

- The Work of the General Work Construction Contract includes but is not limited to, the following Α. descriptions:
 - Renovations to Locker Rooms, Bathrooms, Structural Steel Reinforcement for HVAC Work, CMU, Acoustical Ceilings, Ceramic Tile, Painting, and Associated Demolition Work & Asbestos Abatement, Etc..
 - a. Drawings
 - 1) General
 - 2) Code Compliance (AG Drawings)
 - 3) Architectural (AA Drawings)
 - Structural (AS Drawings) 4)
 - Hazardous Materials (AHAZ Drawings) 5)
 - 2. Coordination:
 - Coordination with the work of all the other contractors.
 - 1) Drawings
 - a) ΑII
 - 3. NOT in Scope but coordination by this contract
 - Roofing a.

4. Demolition:

- Asbestos Containing material removal as shown in the contract documents and disposal per Code Rule 56. Follow all spec section as listed. Only Interior Asbestos Abatement. Roofing abatement is by a separate contract.
- Construction of hard barriers separating abatement areas from all other areas. b.
- Properly dispose of Hazardous & Special Waste as per spec section 020080 C. Asbestos Abatement Procedures
- d. Demolition including but not limited to interior doors/frames/hardware, ceilings, interior walls and interior finishes.
- Removal and disposal of miscellaneous equipment including all existing wall e. mounted specialty items and/or equipment not shown if impacting work to be demolished.
- All cutting and patching necessary for work of this contract, including layout, f. sleeves, coring, debris removal, saw cuts, providing lintels, drywall work, grouting, painting, ceiling removal and replacement, etc.
- Prep opening to receive new work as described in the contract documents. g.
- h. Protect all smartboards in classrooms. Construct a plywood or other means structure to contain smartboards from damage during construction.
- i. Hard barrier as required by SED to separate workspaces from occupied space.

5. Temporary Facilities

- Provide and maintain dust protection. a.
- Provide and maintain continuous exits. b.

- c. Provide and maintain temporary heat and ventilation.
- d. Provide and maintain building safety and wayfinding signage.
- e. Provide and maintain enclosures and partitions.
- f. Provide and maintain secure building entrances during replacement of exterior doors and frames.
- g. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"

6. New Construction:

- a. Shall Provide a construction schedule (per spec section 01 32 00 Construction Progress Documentation). All other prime contractors will be responsible for provide tasks and durations to the GC.
- b. Provide labor, material, and equipment to install cold formed metal framing
- c. Provide labor, material and equipment to install structural steel. Any removal of existing structural steel to perform work shall be removed in a safe manner and reinstalled after completion of work. Coordination of work shall be performed with HVAC and Electrical Contractors.
- d. Provide labor, material and equipment to install new ceilings.
- e. Provide rough and finish carpentry.
- f. Provide thermal and moisture protection, other than roofing.
- g. Provide all finishes including: resilient vinyl tile, carpet, painting, suspended acoustical ceilings, LVT and ceramic tile.
- h. Contractor shall include painting for full wall of disturbed areas.
- i. Any areas disturbed during demo shall be repaired to like new.
- j. Contractor to build protection at each room that has a smart TV and projector.
- 7. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 8. Provide multiple shift work as needed to complete work as shown on milestone schedule. Work during the month of July and August can be performed during first shift and if required to complete work during second shift. All work outside of that shall be performed during second shift. It is the contractor's responsibility to include such shift work in their contract. The Owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detail schedule which will be approved by the Construction Manager for all shift work required prior to work commencing.
- 9. Provide for a thorough cleaning of the site and building (interior and exterior) immediately before final inspection.
 - a. Maintain areas in a cleaned condition until the Owner occupies the space.
 - b. Personnel: Experienced workman or professional cleaners.
- B. The Work of the General Construction Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements, all Sections, including Temporary Facilities indicated.
 - 3. Division 3- Concrete all Sections
 - 4. Division 2 Existing Conditions all Sections
 - 5. Division 4- Masonry all sections
 - 6. Division 5 Metals all Sections
 - 7. Division 6 Woods, Plastics, and Composites, all Sections except for 061026 Roofing Rough Carpentry
 - 8. Division 7 –Thermal and Moisture Protection, all Section, except 070150.19 Preparation for Re-roofing, 075750 Coated Foamed Roofing Restoration, and 077200 Roof Accessories
 - 9. Division 8 Openings, all Sections except 085113 Aluminum Windows

- 10. Division 9 Finishes, all Sections except 096466 Wood Athletic Flooring
- 11. Division 10- Specialties, all sections

1.8 GENERAL WORK CONTRACT - GC-2

- A. The Work of the General Work Construction Contract includes but is not limited to, the following descriptions:
 - Renovations to Locker Rooms, Ceiling, Structural Steel Reinforcement for HVAC work, CMU, Acoustical Ceilings, Ceramic Tile, Painting, and Associated Demolition Work & Asbestos Abatement, Etc.
 - a. Drawings
 - 1) General
 - 2) Code Compliance (BG Drawings)
 - 3) Architectural (BA Drawings)
 - 4) Structural (AB Drawings)
 - 5) Hazardous Materials (BHAZ Drawings)
 - 2. Coordination:
 - a. Coordination with the work of all the other contractors.
 - 1) Drawings
 - a) All
 - 3. NOT in Scope but coordination by this contract
 - a. Roofing
 - 4. Demolition:
 - a. Asbestos containing material removal as shown in the contract documents and disposal per Code Rule 56. Follow all spec section as listed. Only Interior Asbestos Abatement. Roofing abatement is by a separate contract.
 - b. Construction of hard barriers separating abatement areas from all other areas.
 - c. Properly dispose of Hazardous & Special Waste as per spec section 020080 Asbestos Abatement Procedures
 - d. Demolition including but not limited to interior doors/frames/hardware, ceilings, interior walls and interior finishes.
 - e. Removal and disposal of miscellaneous equipment including all existing wall mounted specialty items and/or equipment not shown if impacting work to be demolished.
 - f. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, providing lintels, drywall work, grouting, painting, ceiling removal and replacement, etc.
 - g. Prep opening to receive new work as described in the contract documents.
 - h. Protect all smartboards in classrooms. Construct a plywood or other means structure to contain smartboards from damage during construction.
 - i. Hard barrier as required by SED to separate workspaces from occupied space.

5. Temporary Facilities

- a. Provide and maintain dust protection.
- b. Provide and maintain continuous exits.
- c. Provide and maintain temporary heat and ventilation.
- d. Provide and maintain building safety and wayfinding signage.
- e. Provide and maintain enclosures and partitions.
- f. Provide and maintain secure building entrances during replacement of exterior doors and frames.
- g. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"

6. New Construction:

a. Shall Provide a construction schedule (per spec section 01 32 00 Construction Progress Documentation). All other prime contractors will be responsible for provide tasks and durations to the GC.

- b. Provide labor, material, and equipment to install cold formed metal framing
- c. Provide labor, material and equipment to install structural steel. Any removal of existing structural steel to perform work shall be removed in a safe manner and reinstalled after completion of work. Coordination of work shall be performed with HVAC and Electrical Contractors.
- d. Provide labor, material and equipment to install new ceilings.
- e. Provide rough and finish carpentry.
- f. Provide thermal and moisture protection, other than roofing.
- g. Provide all finishes including: resilient vinyl tile, carpet, painting, suspended acoustical ceilings, LVT and ceramic tile.
- h. Contractor shall include painting for full wall of disturbed areas.
- i. Any areas disturbed during demo shall be repaired to like new.
- 7. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 8. Provide multiple shift work as needed to complete work as shown on milestone schedule. Work during the month of July and August can be performed during first shift and if required to complete work during second shift. All work outside of that shall be performed during second shift. It is the contractor's responsibility to include such shift work in their contract. The Owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detail schedule which will be approved by the Construction Manager for all shift work required prior to work commencing.
- 9. Provide for a thorough cleaning of the site and building (interior and exterior) immediately before final inspection.
 - a. Maintain areas in a cleaned condition until the Owner occupies the space.
 - b. Personnel: Experienced workman or professional cleaners.
- B. The Work of the General Construction Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements, all Sections, including Temporary Facilities indicated.
 - 3. Division 2 Existing Conditions all Sections
 - 4. Division 3- Concrete all sections
 - 5. Division 4- Masonry all sections
 - 6. Division 5 Metals, all Sections
 - 7. Division 6 Woods, Plastics and Composites, all Sections except for 061026 Roofing Rough Carpentry
 - 8. Division 7 –Thermal and Moisture Protection, all Section, except 070150.19 Preparation for Re-roofing, 075750 Coated Foamed Roofing Restoration, and 077200 Roof Accessories
 - 9. Division 8 Openings, all Sections except 085113 Aluminum Windows
 - 10. Division 9 Finishes, all Sections except 096466 Wood Athletic Flooring
 - 11. Division 10- Specialties, all sections

1.9 GENERAL WORK CONTRACT - GC-3

- A. The Work of the General Work Construction Contract includes but is not limited to, the following descriptions:
 - 1. Removal and Replacement of Windows, Masonry, Acoustical Ceilings, Flooring, Painting Drywall, Window Shades and Associated Demolition Work.
 - a. Drawings
 - 1) General
 - 2) Code Compliance (DG Drawings)
 - 3) Architectural (DA Drawings)

2. Demolition:

- Removal of Windows and prepare opening for new. Protection of opening is required if windows cannot be installed the same day as removals.
- b. Minor Demolition including but not limited to interior ceilings, interior walls and interior finishes.
- c. Removal and disposal of miscellaneous equipment including all existing wall mounted specialty items and/or equipment not shown if impacting work to be demolished.
- d. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, providing lintels, drywall work, grouting, painting, ceiling removal and replacement, etc.
- e. Prep opening to receive new work as described in the contract documents.
- f. Hard barrier as required by SED to separate workspaces from occupied space.

3. Temporary Facilities

- a. Provide and maintain dust protection.
- b. Provide and maintain continuous exits.
- c. Provide and maintain temporary heat and ventilation.
- d. Provide and maintain building safety and wayfinding signage.
- e. Provide and maintain enclosures and partitions.
- f. Provide and maintain secure building entrances during replacement of exterior doors and frames.
- g. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"

4. New Construction:

- a. Provide labor, material, and equipment to install cold formed metal framing and gypsum board.
- b. Provide labor, material and equipment to repair/repoint masonry.
- Provide labor, material and equipment for rough and finish carpentry for installation of windows.
- d. Provide labor, material, and equipment Roller Shades.
- e. Provide labor, material and equipment for ceiling work.
- f. Provide labor, material and equipment for painting. Painting shall be a complete wall.
- g. Repair any masonry due to damage during demolition.
- h. Contractor shall include painting for full wall of disturbed areas.
- i. Any areas disturbed during demo shall be repaired to like new.
- 5. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 6. Provide multiple shift work as needed to complete work as shown on milestone schedule. Work during the month of July and August can be performed during first shift and if required to complete work during second shift. All work outside of that shall be performed during second shift. It is the contractor's responsibility to include such shift work in their contract. The Owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detail schedule which will be approved by the Construction Manager for all shift work required prior to work commencing.
- 7. Provide for a thorough cleaning of the site and building (interior and exterior) immediately before final inspection.
 - a. Maintain areas in a cleaned condition until the Owner occupies the space.
 - b. Personnel: Experienced workman or professional cleaners.

- B. The Work of the General Construction Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements, all Sections, including Temporary Facilities indicated.
 - 3. Division 2 Existing Conditions all Sections
 - 4. Division 4- Masonry- Section 04 01 20.19- Unit Masonry Restoration
 - 5. Division 6 Woods, Plastics, and Composites, all Sections except for 061026 Roofing Rough Carpentry
 - 6. Division 7 –Thermal and Moisture Protection, all Section, except 070150.19 Preparation for Re-roofing, 075750 Coated Foamed Roofing Restoration, and 077200 Roof Accessories
 - 7. Division 8 Openings, Sections 084113 Aluminum-Frames Entrances and Storefronts and 085113 Aluminum Windows
 - 8. Division 9 Finishes, except for Sections 093013 Ceramic Tiling, 096466 Wood Athletic Flooring, 096566 Resilient Athletic Flooring, 096623 Resinous Matrix Terrazzo Flooring, 098433 Sound-Absorbing Wall Units and 096000 High Performance Coating
 - 9. Division 12- Furnishings, all sections

1.10 MECHANICAL WORK CONTRACTS - HVAC-1

- A. Work of this Contract includes, but is not limited to, the following descriptions:
 - 1. Includes HVAC Equipment, Piping, ductwork, control systems, plus other construction operations traditionally recognized as heating, ventilating and cooling work. This includes, but is not limited *to*, all work shown on the drawings, unless noted otherwise. It also includes Administrative and coordination responsibilities.
 - a. Drawings
 - 1) Mechanical
 - 2. Coordination:
 - a. Coordination with the work of all the other contractors.
 - 1) Drawings
 - a) All

3. Demolition

- a. Provide demolition of all HVAC equipment, controls, and piping as shown and as required per the Contract Documents.
- b. Removals and storage in a manner to re-install after work by others has been performed as per the Contract Documents.
- c. Provide Coordination with other trades. Specific coordination with the General Work Contractor, Roofing Contractor & Electrical Contractor.
- d. Removals shall be performed per the Milestone schedule
- e. Provide layout for Roofing Contractor to perform required removals.
- f. Roof penetrations. HVAC Contractor to locate all locations and sizes of equipment curbs. Provide mechanical equipment curbs to the Roofing Contractor. Roofing Contractor to provide all necessary penetrations, flashing and roofing.

4. Temporary Facilities

 Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"

5. Construction:

- a. Note that HVAC equipment will be provided under a separate contract as noted on the drawings. Delivery, storage, and Installation is by this contractor. Scheduling of delivery will be the responsibility of this contract and coordinated with the Construction Manager and the Commissioning company.
- b. Provide all work indicated on the contract drawings
- c. Provide and install all new hot water supply and return piping.
- d. Provide and install ductwork and associated components per the drawings and specs
- e. Install Air Handling Unit and Roof top units with heat recovery, unless otherwise noted.
- f. Provide and install all refrigerant piping and hydronic piping to all units
- g. Install unit heaters.
- h. Install remote condensing units.
- i. Where called on drawings provide re-installation of unit ventilators and finned tube. Any damage during removals will be the responsibility of this contractor to repair/replace at their own cost.
- j. Provide and install all insulation, painting and labeling of new and modified piping, ductwork and equipment.
- k. Provide all controls and energy management systems. Coordinate with owners to provided required system.
- I. Provide proper roofing supports and accessories for equipment on roof.
- m. Provide all testing, adjusting and balancing of all new and existing modified HVAC systems.
- n. All fees required for inspections and permits.
- o. Provide support framing for HVAC equipment, e.g., mechanical equipment curbs.
- p. Furnish access doors for HVAC access as indicated above (to be installed by GC)
- q. Provide firestopping and sealing all HVAC penetrations
- r. Furnish motor controllers/disconnects to Electrical Contractor for installation and wiring.
- s. Provide owner training / commissioning of equipment and controls
- t. All HVAC removals as shown and required for completion of the work.
- 6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 7. Provide multiple shift work as needed to complete work as shown on milestone schedule. All work will be phased per the milestone schedule. MC to provide a more detailed schedule. It is the contractor's responsibility to include such shift work in their contract. The owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detailed schedule which will be approved by the CM for all shift work required prior to work commencing. Shift work will not be required during summer break unless necessary to maintain the project schedule.
- B. The Work of the Mechanical Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all plan drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements all Sections, including Temporary Facilities indicated
 - 3. Section 07 84 13, Penetration Firestopping, as required for the Work of this Contract
 - 4. Section 07 84 43, Joint Firestopping, as required for the Work of this Contract
 - 5. Section 07 92 00, Joint Sealants, as required for the Work of this Contract
 - 6. Division 23 Heating, Ventilating, and Air Conditioning, all Sections

1.12 ELECTRICAL WORK CONTRACT - EC-1

- A. Work of this Contract includes, but is not limited to, the following descriptions:
 - 1. Includes interior and exterior Electrical Lighting, Electrical Panel and Equipment connections and other systems traditionally recognized as Electrical work. This includes but is not limited to, all work shown on the Drawings, unless noted otherwise. It also includes administrative and coordination responsibilities.
 - a. Drawings
 - 1) Electrical (AE Drawings)

2. Coordination:

- a. Coordination with the work of all of the prime contractors.
 - 1) Drawings
 - a) All

Demolition:

- a. Removal of items as shown and/or required.
- b. Removal and disconnections of electrical devices in walls, ceilings, floors and site scheduled to be removed in portion of building and site where other work is being performed.
- c. Coordinate with the Construction Manager for necessary shutdowns and removals. Minimum of 48-hour notice will be required for any shutdown so that it doesn't affect other trades or the school district's operations. Shutdown may be required to be performed during second shift or weekend.
- d. Disconnect power to mechanical and plumbing equipment as required per the contract documents. Coordinate all work with HVAC Contractor.
- e. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.

4. Temporary Facilities

- a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"
- b. Provide and maintain temporary electric power and lighting.
- c. Provide and maintain fire alarm and security system during replacement of the entrance doors and frames.
- d. Provide temporary power for the GC for Asbestos Abatement Work. GC to provide temporary panel for the Electrician to power and disconnect power at the end of work. This contract provides any required breakers to provide this temp. power.

5. New Construction:

- a. Provide ALL wiring to ALL HVAC equipment as indicated on the drawings
- b. Provide new lighting fixtures indicated on the contract documents.
- c. All existing and new wire shall be properly supported above the ceiling per the contract documents. This includes all wire that is currently sitting on the ceiling tile and grid in areas where ceilings are be removed.
- d. Reinstall Items that were removed and relocated as per the contract documents.
- e. Remove, salvage and re-install all wall/ceiling mounted speakers in classrooms. Extend wiring as required due to ceiling height changes.
- f. Provide all cutting and patching required for installing all electrical fixtures, devices, wire and conduit.
- g. Provide all fees required for inspections and permits.
- h. Provide and install all interior lighting and exterior lighting. All cutting and patching for lighting will be by this contractor.
- i. Provide support framing for Electrical equipment and conduits.
- j. Provide firestopping and sealing all electrical penetrations
- k. Provide owner training

- 6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 7. Provide multiple shift work as needed to complete work as shown on milestone schedule. It is the contractor's responsibility to include such shift work in their contract. The owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detailed schedule which will be approved by the CM for all shift work required prior to work commencing.
- B. The Work of the Electrical Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all plan drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements all Sections, including Temporary Facilities indicated
 - 3. Section 07 84 13, Penetration Firestopping, as required for the Work of this Contract
 - 4. Section 07 84 43, Joint Firestopping, as required for the Work of this Contract
 - 5. Section 07 92 00, Joint Sealers, as required for the Work of this Contract
 - 6. Division 23 Heating, Ventilating and Air Conditioning as applicable for Equipment Connections
 - 7. Division 26 Electrical All Sections
 - 8. Division 28 Electronic Safety and Security- All Sections

1.12 ELECTRICAL WORK CONTRACT - EC-2

- A. Work of this Contract includes, but is not limited to, the following descriptions:
 - 1. Includes interior and exterior Electrical Lighting, Electrical Panel and Equipment connections and other systems traditionally recognized as Electrical work. This includes but is not limited to, all work shown on the Drawings, unless noted otherwise. It also includes administrative and coordination responsibilities.
 - a. Drawings
 - 1) Electrical (BE Drawings)

2. Coordination:

- a. Coordination with the work of all of the prime contractors.
 - 1) Drawings
 - a) All

3. Demolition:

- a. Removal of items as shown and/or required.
- b. Removal and disconnections of electrical devices in walls, ceilings, floors and site scheduled to be removed in portion of building and site where other work is being performed.
- c. Coordinate with the Construction Manager for necessary shutdowns and removals. Minimum of 48-hour notice will be required for any shutdown so that it doesn't affect other trades or the school district's operations. Shutdown may be required to be performed during second shift or weekend.
- d. Disconnect power to mechanical and plumbing equipment as required per the contract documents. Coordinate all work with HVAC Contractor.
- e. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.

4. Temporary Facilities

- a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"
- Provide and maintain temporary electric power and lighting.

- c. Provide and maintain fire alarm and security system during replacement of the entrance doors and frames.
- d. Provide temporary power for the GC for Asbestos Abatement Work. GC to provide temporary panel for the Electrician to power and disconnect power at the end of work. This contract provides any required breakers to provide this temp. power.

5. New Construction:

- a. Provide ALL wiring to ALL HVAC equipment as indicated on the drawings
- b. Provide new lighting fixtures indicated on the contract documents.
- c. All existing and new wire shall be properly supported above the ceiling per the contract documents. This includes all wire that is currently sitting on the ceiling tile and grid in areas where ceilings are be removed.
- d. Reinstall Items that were removed and relocated as per the contract documents.
- e. Remove, salvage and re-install all wall/ceiling mounted speakers in classrooms. Extend wiring as required due to ceiling height changes.
- f. Provide all cutting and patching required for installing all electrical fixtures, devices, wire and conduit.
- g. Provide all fees required for inspections and permits.
- h. Provide and install all interior lighting and exterior lighting. All cutting and patching for lighting will be by this contractor.
- i. Provide support framing for Electrical equipment and conduits.
- j. Provide firestopping and sealing all electrical penetrations
- k. Provide owner training
- 6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 7. Provide multiple shift work as needed to complete work as shown on milestone schedule. It is the contractor's responsibility to include such shift work in their contract. The owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detailed schedule which will be approved by the CM for all shift work required prior to work commencing.
- B. The Work of the Electrical Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all plan drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 1 –General Requirements all Sections, including Temporary Facilities indicated
 - 3. Section 07 84 13, Penetration Firestopping, as required for the Work of this Contract
 - 4. Section 07 84 43, Joint Firestopping, as required for the Work of this Contract
 - 5. Section 07 92 00, Joint Sealers, as required for the Work of this Contract
 - 6. Division 23 Heating, Ventilating and Air Conditioning as applicable for Equipment Connections
 - 7. Division 26 Electrical All Sections
 - 8. Division 28 Electronic Safety and Security- All Sections

1.13 CONTRACT PC-1 – PLUMBING WORK CONTRACTOR

- A. Work of this Contract includes, but is not limited to, the following descriptions:
 - Includes All work traditionally recognized as Plumbing work. This includes but is not limited to, all work shown on the Drawings, unless noted otherwise. It also includes administrative and coordination responsibilities.
 - a. Drawings
 - 1) Plumbing

2. Coordination:

- a. Coordination with the work of all of the prime contractors.
 - Drawings
 - a) All

Demolition:

- a. Removal of items as shown and/or required.
- b. Removal and disconnections of existing locker room and bathroom fixtures and piping
- c. Provide all sawcutting of Concrete slabs, excavation and backfill for al trench work.
- d. Coordinate with the Construction Manager for necessary shutdowns and removals. Minimum of 48-hour notice will be required for any shutdown so that it doesn't affect other trades or the school district's operations. Shutdown may be required to be performed during second shift or weekend.
- e. All cutting and patching necessary for work of this contract, including layout, sleeves, coring, debris removal, saw cuts, lintels (furnish and install), drywall work, plaster work, grouting, painting, ceiling removal and replacement, etc.

4. Temporary Facilities

- a. Provide Temporary Facilities indicated as Work of this Contract in Division 1 Section 01 50 00, "Temporary Facilities and Controls"
- b. Provide and maintain temporary electric power and lighting.
- Provide and maintain fire alarm and security system during replacement of the entrance doors and frames.

New Construction:

- a. Provide all new piping above and below slab. Layout, sawcutting, removal of concrete and excavation/backfilling and infilling with concrete is part of this contract. See detail 4/AP404 & 2/BP500
- b. Provide all new fixtures
- c. Provide all new insulation and label as shown in the contract documents
- d. Provide firestopping and sealing all plumbing penetrations
- e. Provide all testing of new and existing (that has been modified or impacted during construction) piping.
- f. Provide all new insulation for piping that had insulation removed above ceilings and in walls by asbestos abatement contractor.
- g. Provide owner training
- 6. General Requirements, including but not limited to, additional items specifically indicated as the Work of this Contract.
- 7. Provide multiple shift work as needed to complete work as shown on milestone schedule. It is the contractor's responsibility to include such shift work in their contract. The owner will not be responsible for paying any cost associated with shift work. Contractors will be required to provide a detailed schedule which will be approved by the CM for all shift work required prior to work commencing.
- B. The Work of the Plumbing Work Contract includes but is not limited to the Work that is specified in the Project Manual(s) and as shown on the drawings that form the contract plans. The Contractor is directed to examine all plan drawings since certain details and/or notes may appear anywhere therein that apply to his/her particular work. This prime contract is defined as, and includes, all Sections in the Divisions indicated by reference, and specific Sections noted:
 - 1. Division 0- Bidding Requirements and Conditions of the Contract
 - 2. Division 01 –General Requirements all Sections, including Temporary Facilities indicated
 - 3. Section 02 41 19, Selective Demolition
 - 4. Division 03 03 30 53- Miscellaneous Cast-in-Place
 - 5. Division 07 07 84 13, Penetration Firestopping, as required for the Work of this Contract
 - 6. Section 07 84 43, Joint Firestopping, as required for the Work of this Contract
 - 7. Division 07 07 92 00, Joint Sealers, as required for the Work of this Contract

1.14 DEFINITION OF EXTENT OF PRIME CONTRACT WORK; ADDITIONAL PRIME CONTRACT WORK NOT PREVIOUSLY DESCRIBED

- 1. All Prime Contractors are responsible for reviewing plans and specs as it pertains to their scope of work mentioned in the contract documents. Scopes of work referenced may be found in multiple locations throughout the plans and specifications.
- Local custom and trade union jurisdictional settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- 3. All OSHA safety and hazardous materials regulations will be enforced on this project. All Contractors must submit a safety program, a hazardous materials program, (all required data must be maintained at the job site) and attend safety meetings. Toolbox talks will be required from each prime contractor.
- 4. All Contractors are responsible for any debris caused by their work. Daily clean-up and disposal are required by each Contractor for the periods which that Contractor is performing work on site. Each trade will assign at least one person to the weekly clean-up; the name of this person is to be submitted to the Construction Manager.
- 5. All Contractors are responsible for cutting/patching required to complete their work. All exposed finishes must be ready to receive paint, etc.; all concealed openings (piping, ductwork, conduit, etc.) must be repaired to comply with specified wall or deck conditions.
- 6. Multiple Crews: To maintain the project schedule, each Prime Contractor may be required to provide multiple crews. Each crew is to be furnished with its own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.
- 7. Supervision: The proposed project manager and field superintendent for the project is to have at least five years experience in the proposed position. Each successful bidder shall submit resumes to the Construction Manager for the proposed project manager and field superintendent for the project. This information will be reviewed with the Owner, Architect and Construction Manager for approval. Should the Project Managers and/or Superintendent prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project. Action by the contractor must be made within seven working days of receipt of such letter.
- 8. When selective demolition or cutting and patching (all demolition necessary for work of their contract, including layout, sleeves, coring, debris removal, saw cuts, drywall work, plaster work, grouting, painting, ceiling removal, etc) is required solely by another prime contract to perform their work it shall be by the Prime Contractor requiring the work to achieve the result indicated. Under this condition, the prime contractor needing the demolition to perform the work will accomplish the demolition and the cutting and patching as indicated in Subparagraph 5 above.
- 9. Each prime contractor shall return areas disturbed by their work activities to condition prior to start of work.
- 10. Each prime contractor shall maintain a current set of Contract Documents (including any Addenda, Change Orders, and Modifications thereto), approved shop drawings, samples, color schedules and other data pertinent to the Project.
- 11. Each prime contractor is to survey existing work and submit to the Construction Manager a list of damaged areas (e.g., plaster walls, woodwork) prior to commencing work. Any damaged areas not identified prior to the work shall be the responsibility of the contractor/ Contractors working in that area. Construction Manager will have photos of existing conditions on file for reference.
- 12. Clean up: Each Prime Contractor is to stockpile their debris on a daily basis and place it in the dumpster. Dumpsters for non-asbestos containing materials shall be provided by each Prime Contractor for their own work.
- 13. The General Construction Work Contract (Contract # GC-1 & GC-2) is required to submit a construction and submittal schedule based on the milestone dates to the Construction Manager for review and comment no later than 2 weeks after a Notice to Proceed for the work is issued. The other prime contractors have 10 days to provide their duration

- schedule to the Construction Manager. The Construction manager will then distribute to the General Construction Contractor to provide a final construction schedule.
- 14. Unless a specific item or material is noted as to remain the Owner's property or to become the Contractor's property, any material having salvage or reuse value shall be inspected by the Owner. If the Owner wishes to retain this material, it shall be turned over to him on the site where directed. If the Construction Manager designates the material as scrap, it shall become the contractor's property and removed from the site. Material having salvage value shall be carefully removed.
- 15. When the building is occupied and fire alarm and safety system work is in progress, the Electrical Contractor shall continuously maintain the existing building's fire alarm and detection system and exit, and emergency lighting system or provisions must be made by the Electrical Contractor to provide equivalent safety. Electrical Contractor must notify the local fire department of any non-operating systems.
- 16. Electrical Contractor (Contract # EC-1 & EC-2) shall be responsible for all electrical conduit and associated work. The Electrical contractor shall coordinate with all local utilities for installation of their work. The Sitework contractor shall excavate and backfill trenches required for site lighting and associated conduit. Electrical Contractor shall provide and install all conduit.
- 17. All personnel required to be on site shall have all required personnel protective equipment on at all times.
- 18. All personnel on site shall at all times have a photo ID displayed where visible. Those without will be removed from site at once. If the same individual fails to have the ID a second time they will be removed from site and not be allowed back on site.

1.15 TESTING

- A. Required testing and test procedures are indicated under each Division of the Technical Specifications. Other testing shall be performed per generally accepted standards.
- B. The Architect shall reserve the right to require additional information as is deemed necessary to fully evaluate testing results.
- C. The Owner shall employ and pay for an independent testing and inspection agency for testing requirements of their work as assigned by this scope of work. All testing shall be per technical specification requirements. The Prime Contractor requiring testing will notify the Construction Manager at least 48 hours in advance of the required testing to allow for coordination and scheduling. Failure to give sufficient notice will require the prime contractor to pay for alternate testing to satisfy the specification.

1.16 WORK SEQUENCE

- A. The Work will be conducted to provide the least possible interference to the activities of the Owner's personnel.
- B. All contract scopes of work in unoccupied areas of work can be performed weekdays from 7:00 AM to 3:30 PM unless otherwise noted. It is each contractor responsibility to work two shifts to complete the work by the substantial completion date. Work cannot be performed in occupied areas. Work shall be scheduled off-hours, vacations and weekends for occupied areas. A Construction Manager Superintendent must be on site at all times that work is being performed. If a contractor fails to maintain the progress as indicated by the milestone schedule by no other fault but its own and requires overtime to complete the work; the contractor shall make arrangements with the Construction Manager 24 hours in advance and pay for a Construction Manager's superintendent at \$125.00 per hour. If the cause for delay is multi-contract, then the costs shall be distributed evenly among the prime contractors. Advise the Construction Manager 48 hours prior to commencing work inside the building.
- C. Coordination of any utility and/or power interruption must be done with the Construction Manager. Shutdowns must occur during off-hours and on days when the building is not occupied by the owner.

- D. Construction access to the site shall be limited to those designated for contractor's personnel, equipment and deliveries by the Owner. Contractors' staging, parking and storage shall be coordinated by the Construction Manager.
- E. Each Contractor shall inspect the site and review the AHERA report on file for the presence of asbestos. Unless otherwise noted, there will be asbestos containing material in place that will require work to take place in the vicinity of, around and/or next to. Each prime contractor that will be working above ceilings, demolishing, in crawl spaces, boiler rooms and all other areas that may contain asbestos per the AHERA report, shall employ "Allied Trades: certified/licensed tradesman as part of the onsite workforce".

1.17 OCCUPANCY REQUIREMENTS

- A. The General Work Contractor shall provide indoor air quality management as specified by the Department of Labor and OSHA for the building, when the building is enclosed, as determined by the Construction Manager.
 - 1. Provide an exhaust air system for the project indoor areas that could produce fumes, VOC's off-gasses, gasses, dusts, mists, or other emissions.
 - 2. Exhaust air system for the project areas that could produce emissions listed in Paragraph 1 shall be utilized.
 - 3. Provide temporary partitions and air seals to prevent the migration of airborne contaminants from unoccupied areas to occupied areas when applicable.

B. Quality assurance:

1.

- 2. Maintain a negative pressure between the work area and the space surrounding the work area.
- 3. Before start of work, submit a design for the exhaust air system. Do not begin work until approval by the Owner is obtained.
 - a. The number of machines required.
 - b. Location of the machines in the workspace.
 - c. Description of the methods used to test air flow and pressure differential.

C. System operation:

- 1. A sufficient quantity of exhaust fans in existing window openings or other approved locations shall be operated in accordance with the following applicable standards.
- 2. Exhaust air system shall operate for a minimum of 72 hours after work is completed, or until all materials have cured sufficiently as to stop out gassing of fumes or odors and area has been ventilated to remove all detectable traces of odors and fumes.
- 3. Maintain fifty (50) feet clearance from all temporary exhaust outlets to all active building outdoor air intakes.
- 1.18 PROJECT MILESTONE SCHEDULE The Work shall be conducted in accordance with the following schedule:
 - 1. General Work Contractor (GC-1):
 - a. Contract Award Date: March 20,2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 3, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.

- Wallkill Senior High School- this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates

d. Construction Activities:

- 1) Prior to June 3, 2024, no interior work can be completed within any of the district buildings.
- 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
- e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
- f. Submittals: Provide all submittals within 30 days after award of contract.
- a. Substantial Completion Date:
 - 1) Wallkill Senior High School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 2) Wallkill Senior High School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
- b. Owner / End User Access Facility Use: By September 3, 2024
- c. Final completion date: 60 days after Substantial Completion
- General Work Contractor (GC-2):
 - a. Contract Award Date: March 20, 2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 27, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.

- John G. Borden Middle School this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates

d. Construction Activities:

- 1) Prior to June 14, 2024 no interior work can be completed within any of the district building.
- 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
- e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
- f. Submittals: Provide all submittals within 30 days after award of contract.
- g. Substantial Completion Date:
 - 1) John G. Borden Middle School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 2) John G. Borden Middle School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
- h. Owner / End User Access Facility Use: By September 3, 2024
- i. Final completion date: 60 days after Substantial Completion
- General Work Contractor (GC-3):
 - a. Contract Award Date: March 20, 2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to July 1, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.

- 2) Plattekill Elementary School
 - a) Interior Improvements construction start date: July 1, 2024
- d. Construction Activities:
 - 1) Prior to July 1, 2024 no interior work can be completed within any of the district building.
 - 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and A/E's written approval on the following dates:
- e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
- f. Submittals: Provide all submittals within 30 days after award of contract.
- g. Substantial Completion Date:
 - 1) Plattekill Elementary School: August 30, 2024.
- h. Owner / End User Access Facility Use: By September 3, 2024
- i. Final completion date: 60 days after Substantial Completion
- 4. Mechanical Work Contractor (HVAC-1):
 - a. Contract Award Date: March 20, 2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 14, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - Wallkill Senior High School this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule

- John G. Borden Middle School this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule

d. Construction Activities:

- 1) Prior to June 14, 2024 and after September 3, 2024, no interior work can be completed within any of the district buildings between the hours of 7:00 AM and 3:30 PM without Owner and CM's written approval.
- 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
- e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
- f. Submittals: Provide all submittals within 30 days after award of contract.
- g. Substantial Completion Date:
 - 1) Wallkill Senior High School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule
 - 2) Wallkill Senior High School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule
 - d)
 - 3) John G. Borden Middle School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule
 - 4) John G. Borden Middle School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - c) See Mechanical Drawing Schedule
- h. Owner / End User Access Facility Use: By September 3, 2024

- i. Final completion date: 60 days after Substantial Completion
- 5. Electrical Work Contractor (EC-1):
 - a. Contract Award Date: March 20, 2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 14, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - 2) Wallkill Senior High School
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - d. Construction Activities:
 - 1) Prior to June 14, 2024 and after September 1, 2024, no interior work can be completed within any of the district buildings between the hours of 7:00 AM and 3:30 PM without Owner and CM's written approval.
 - 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
 - e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - f. Submittals: Provide all submittals within 30 days after award of contract.
 - g. Substantial Completion Date:
 - 1) Wallkill Senior High School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 2) Wallkill Senior High School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - h. Owner / End User Access Facility Use: By September 3, 2024

- i. Final completion date: 60 days after Substantial Completion
- 6. Electrical Work Contractor (EC-2):
 - a. Contract Award Date: March 20, 2024
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 14, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - 2) John G. Borden Middle School
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - d. Construction Activities:
 - 1) Prior to June 14, 2024 and after September 3, 2024, no interior work can be completed within any of the district buildings between the hours of 7:00 AM and 3:30 PM without Owner and CM's written approval.
 - 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
 - e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
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 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - f. Submittals: Provide all submittals within 30 days after award of contract.
 - g. Substantial Completion Date:
 - 1) John G. Borden Middle School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 2) John G. Borden Middle School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - h. Owner / End User Access Facility Use: By September 3, 2024
 - i. Final completion date: 60 days after Substantial Completion

- 7. Plumbing Work Contractor (PC-1):
 - a. Contract Award Date: March 20,2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to June 14, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - Wallkill Senior High School this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 3) John G. Borden Middle School this project will be completed over 2 summer (2024 & 2025)
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - d. Plumbing Construction Activities:
 - 1) Prior to June 14, 2024 and after September 3, 2024, no interior work can be completed within any of the district buildings between the hours of 7:00 AM and 3:30 PM without Owner and CM's written approval.
 - 2) During Testing: On-Site construction activities between the hours of 7:00 AM and 3:30 PM with motorized equipment, delivery of construction material or any construction practice that may be distracting to students will <u>NOT</u> to be allowed without Owner and CM's written approval on the following dates:
 - e. Construction Activities: Daily Work Limits
 - Monday Friday: On-Site (Interior / Exterior) construction activities between the hours of 7:00 AM and 10:00 PM with motorized equipment, delivery of construction material or any construction practice. Written Permission from Owner required for additional work hours. Provide Owner with 72 Hour Notice before proposed work.
 - 2) Saturday Sunday: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - 3) Federal Holidays: Written Permission from Owner required for Saturday and Sunday work. Provide Owner with 72 Hour Notice before proposed work.
 - f. Submittals: Provide all submittals within 30 days after award of contract.
 - g. Substantial Completion Date:
 - 1) Wallkill Senior High School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
 - 2) Wallkill Senior High School: August 29, 2025
 - a) See Milestone Dates attached

- b) See phasing drawing with dates
- 3) John G. Borden Middle School: August 30, 2024
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
- 4) John G. Borden Middle School: August 29, 2025
 - a) See Milestone Dates attached
 - b) See phasing drawing with dates
- h. Owner / End User Access Facility Use: By September 3, 2024
- i. Final completion date: 60 days after Substantial Completion
- 8. Senior High School Gymnasium Floor Contractor:
 - a. Contract Award Date: March 20, 2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to July1, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - 2) Wallkill Senior High School
 - a) Interior Improvements construction start date: July 1, 2024.
 - d. Submittals: Provide all submittals within 30 days after award of contract.
 - e. Substantial Completion Date:
 - 1) Wallkill Senior High School: August 30, 2024
 - f. Owner / End User Access Facility Use: By September 3, 2024
 - g. Final completion date: 60 days after Substantial Completion
- 9. Roofing Contractor (RC-4 & RC-5):
 - a. Contract Award Date: March 20,2024.
 - b. Commencement of Off-Site Activities: Immediately following Contract Award.
 - c. Commencement of On-Site Activities:
 - 1) Field work interior to buildings, prior to July 1, 2024, for submittals and other preparation activities: Immediately upon required insurances being in place. Field Work to be coordinated with owner's representative and may not interfere with academic or other related educational activities.
 - 2) Wallkill Senior High School
 - a) Exterior Improvements construction start date: July 1, 2024.
 - 3) Borden Middle School

- a) Exterior Improvements construction start date: July 1, 2024.
- 4) Wallkill Senior High School: August 30, 2024
- 5) Borden Middle School: August 30, 2024
- d. Owner / End User Access Facility Use: By September 3, 2024
- e. Final completion date: 60 days after Substantial Completion

1.19 ALLOWANCES

A. See Specification Section 01 21 00.

1.20 ALTERNATES

A. The Contractor shall state where requested on the Bid Form the amount to be added to or deducted from the base bid for the alternates described in Section 01 23 00 - Alternates.

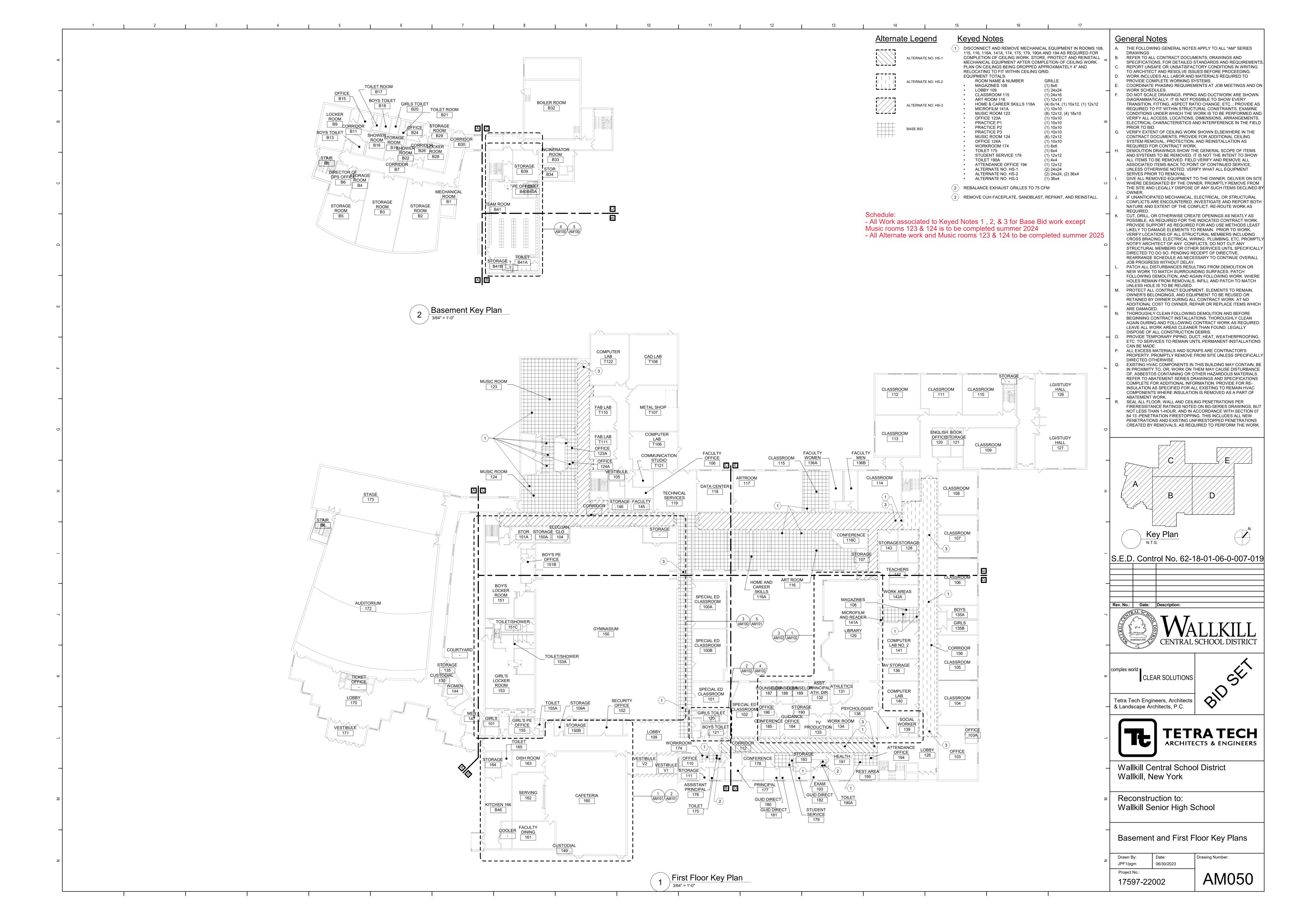
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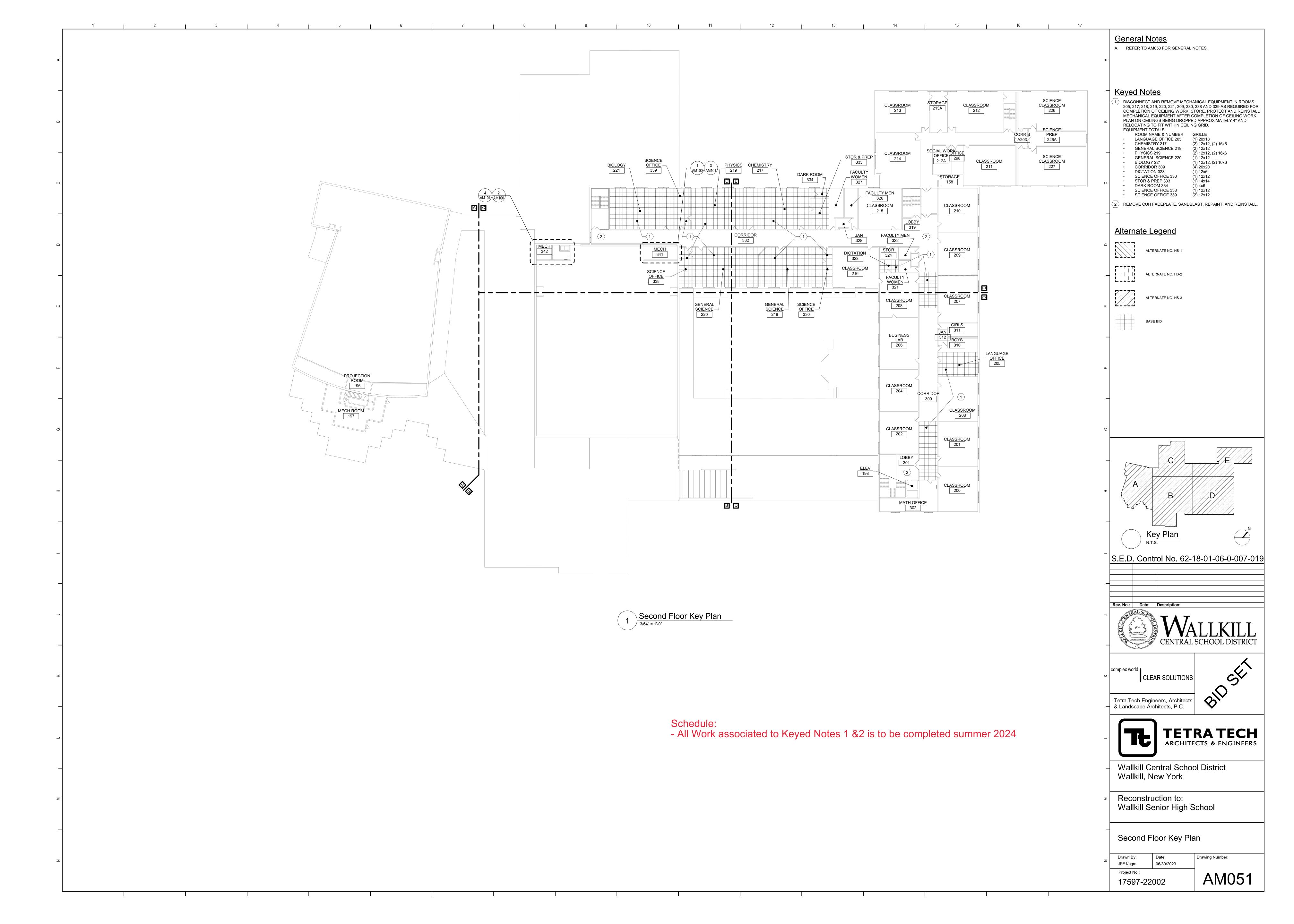
Milestone Dates Senior High School (All Contractors)

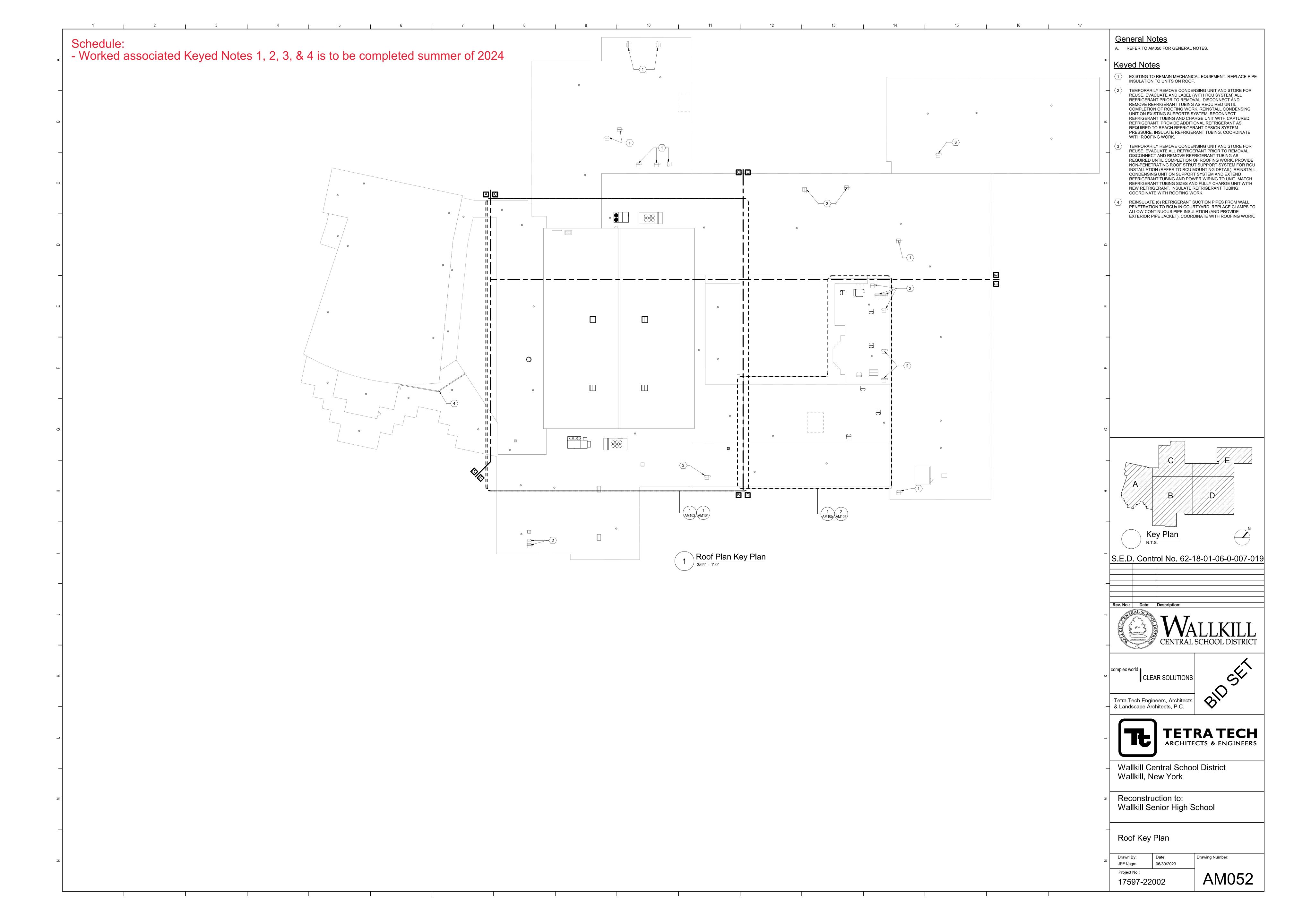
- Team Locker Room B41- 6/3/24-8/16/24
- Locker Room 151 & 153 Demo (that doesn't disturb asbestos abatement)- 6/14/24-6/27/24
- Locker Room 151 & 153 and bathrooms 120 & 121 abatement 6/29/24-7/7/24 (locations must be turned back to the contractors by 7/8/24)
- Locker Room 151 & 153 and bathrooms 120 & 121 all remaining work 7/8/24-8/23/24
- Ceiling and Lighting Replacement see phasing plan attached
- Alternate HS-1, HS-2, HS-3, & Music Room 123 & 124 6/30/25-8/1/25
- Structural Steel upgrades- 7/8/24-8/2/24
- HVAC Equipment will not be onsite until summer of 2025.
 - o Final electric connections to units- summer 2025
- Storage Room 150B- 6/30/25-8/22/25
- Facility Dining 161- 6/30/25-8/22/25
- See mechanical drawing schedule attached for additional info.

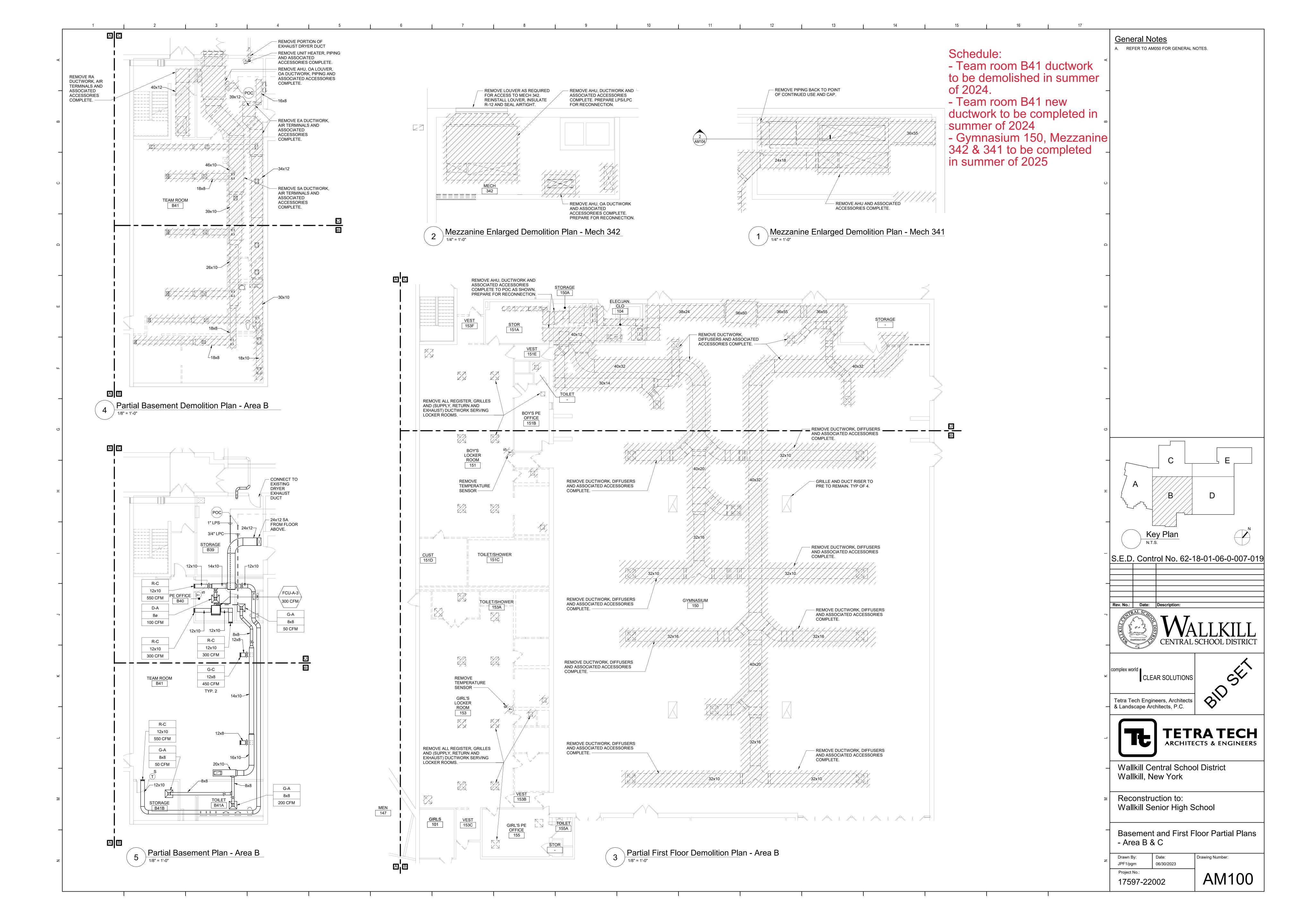
Milestone Dates John G. Borden Middle School (All Contractors)

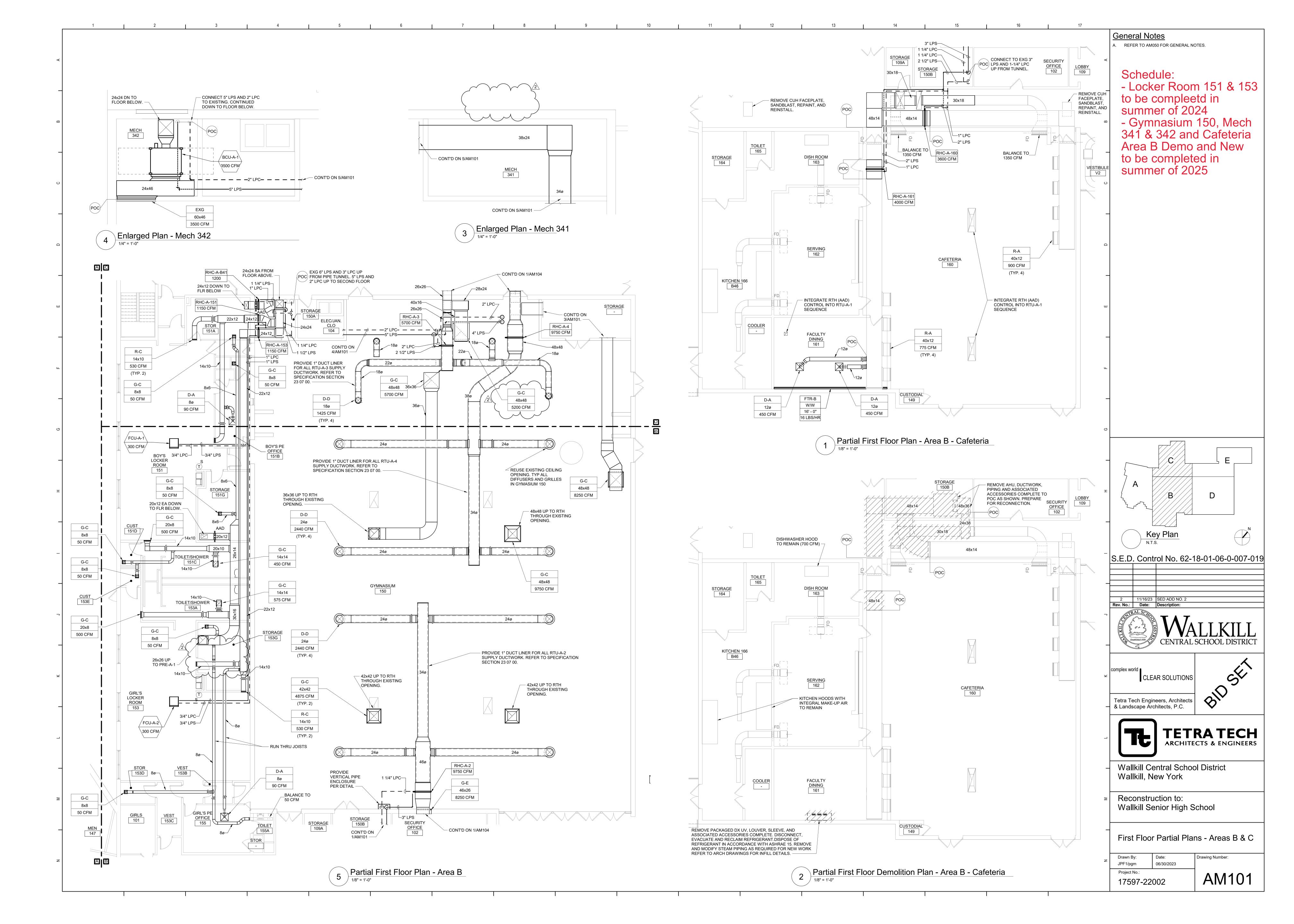
- All Interior Asbestos Abatement 6/28/24-7/7/24
- Second Floor Ceiling and Lighting Replacement 7/1/24-7/19/24
- First Floor Ceiling and Lighting Replacement 7/8/24-7/26/24
- Locker Rooms 7/8/24-8/23/24
- Masonry Repointing- 7/1/24-8/2/24
- Structural Steel upgrades- 7/8/24-8/2/24
- HVAC Equipment will not be onsite until summer of 2025.
 - o Final electric connections to units- summer 2025
- Ceiling, Lighting and Ductwork Replacements in Cafeteria 6/30/25-8/22/25
- See mechanical drawing schedule attached for additional info.

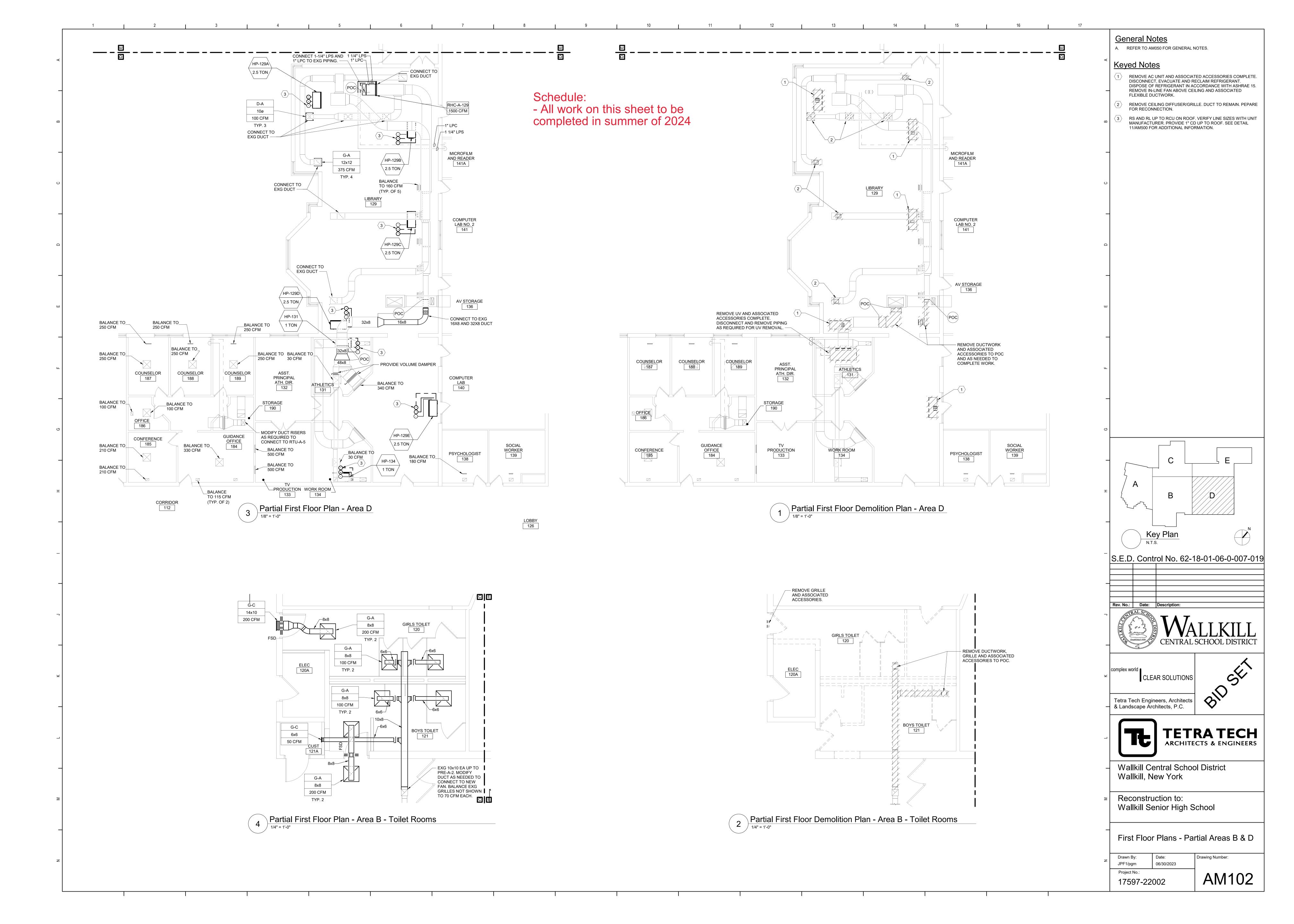


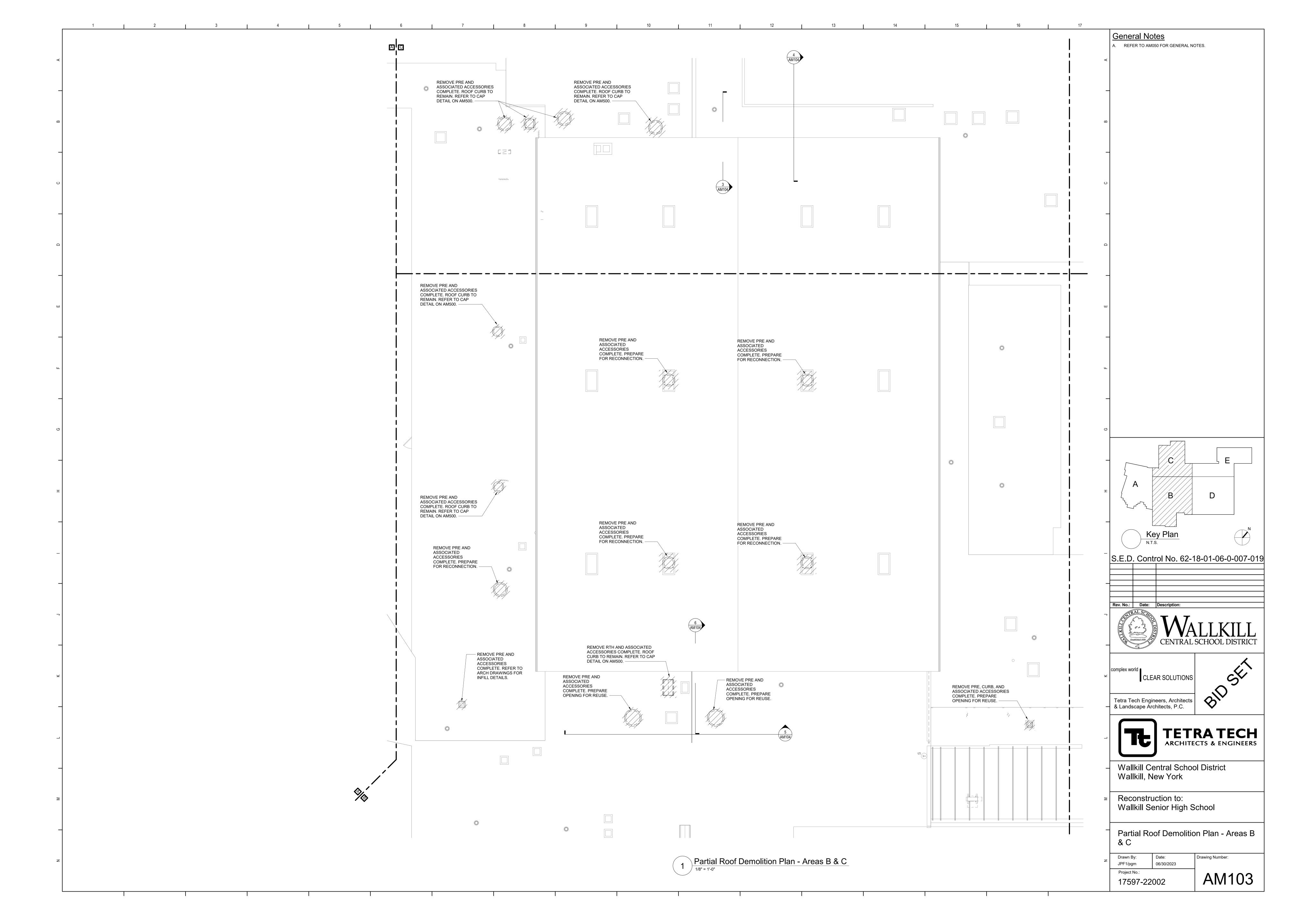


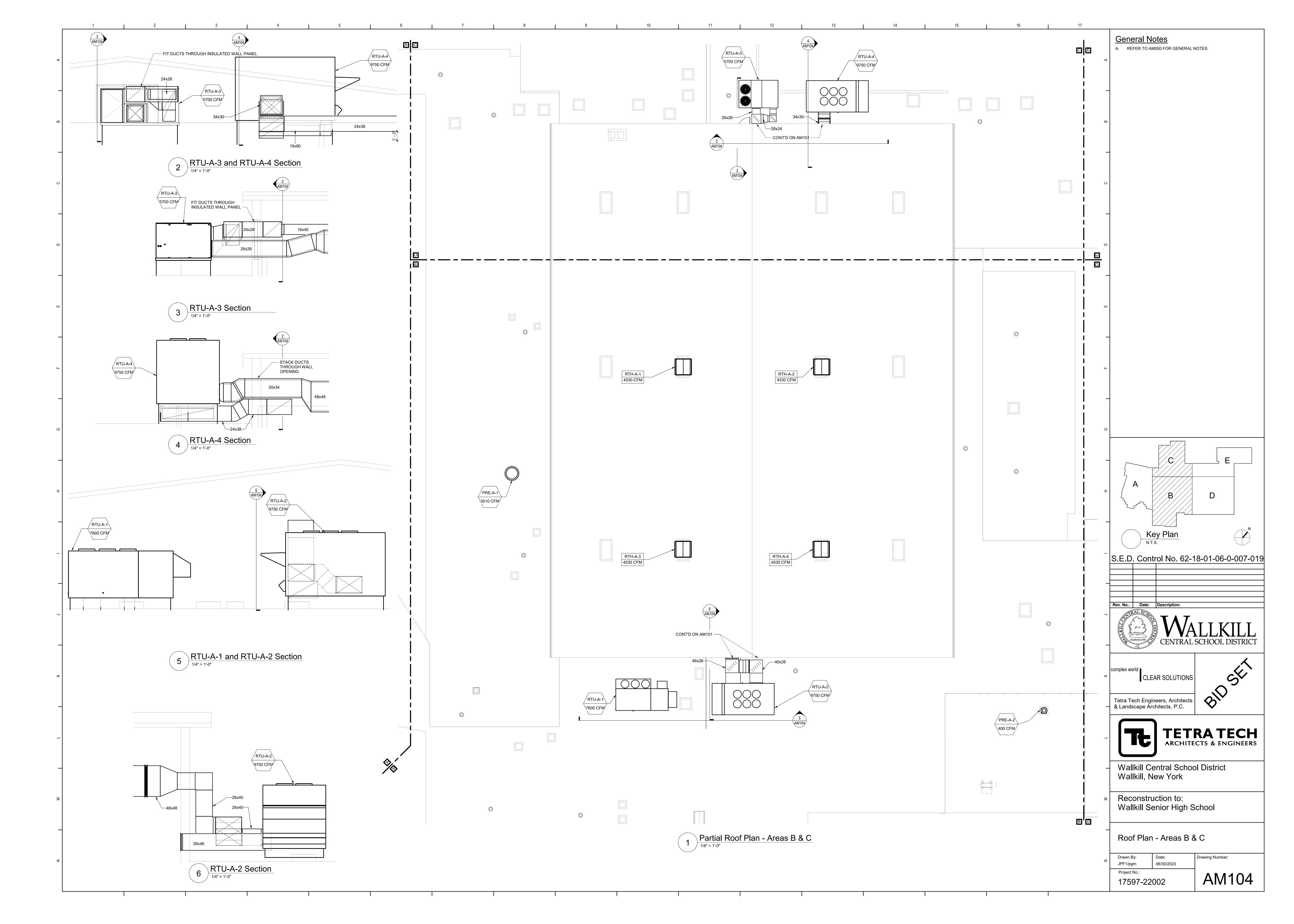


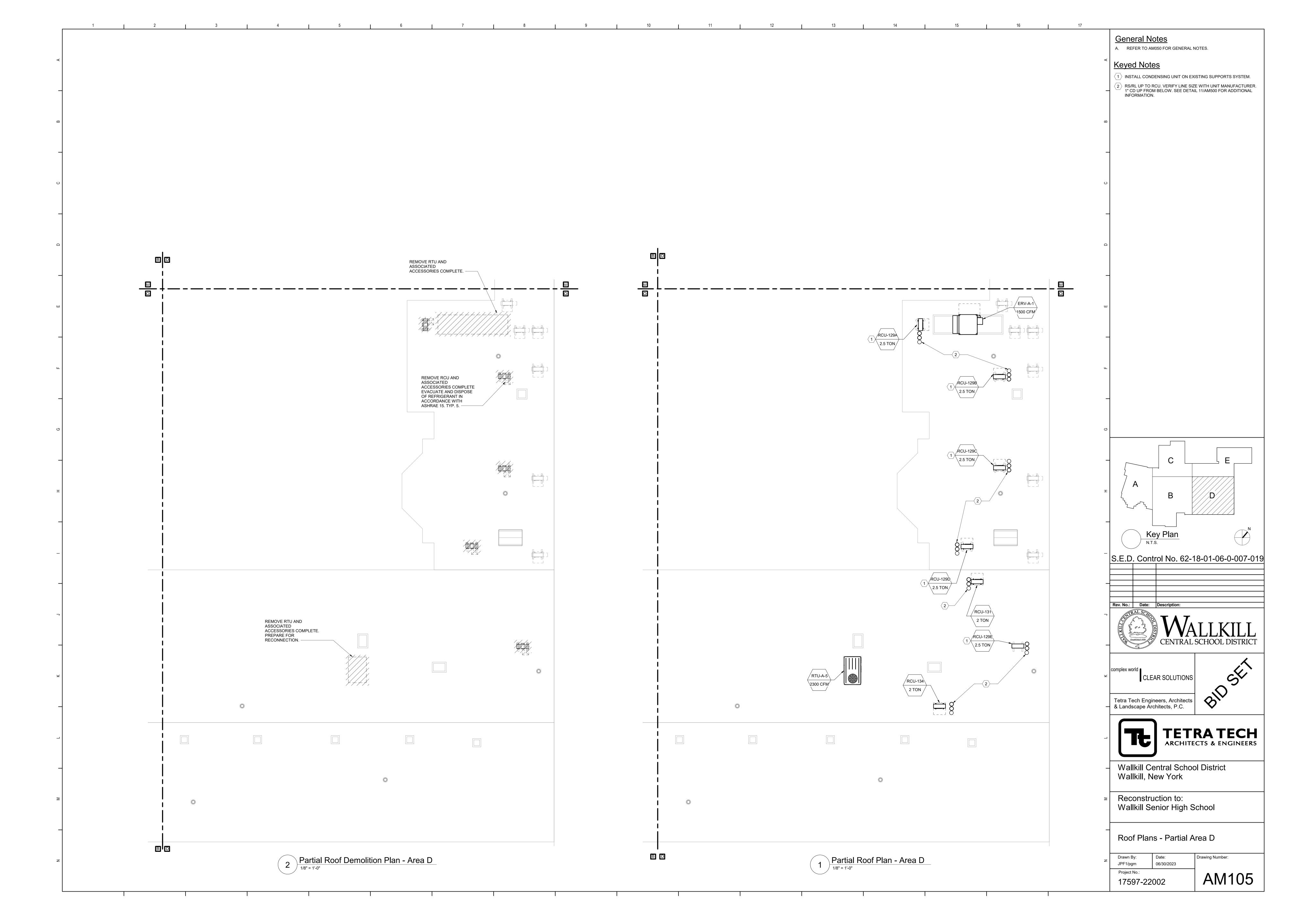


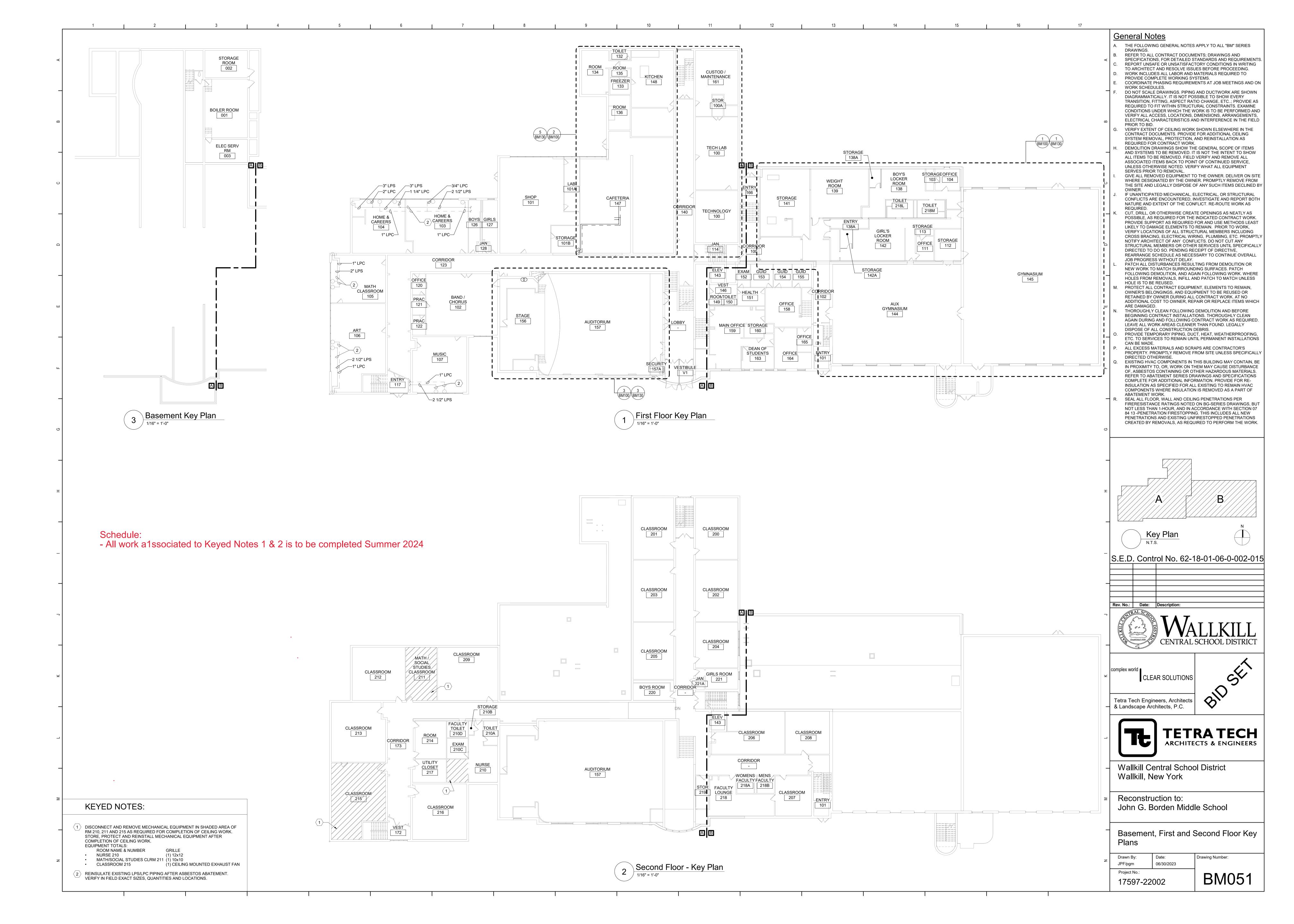


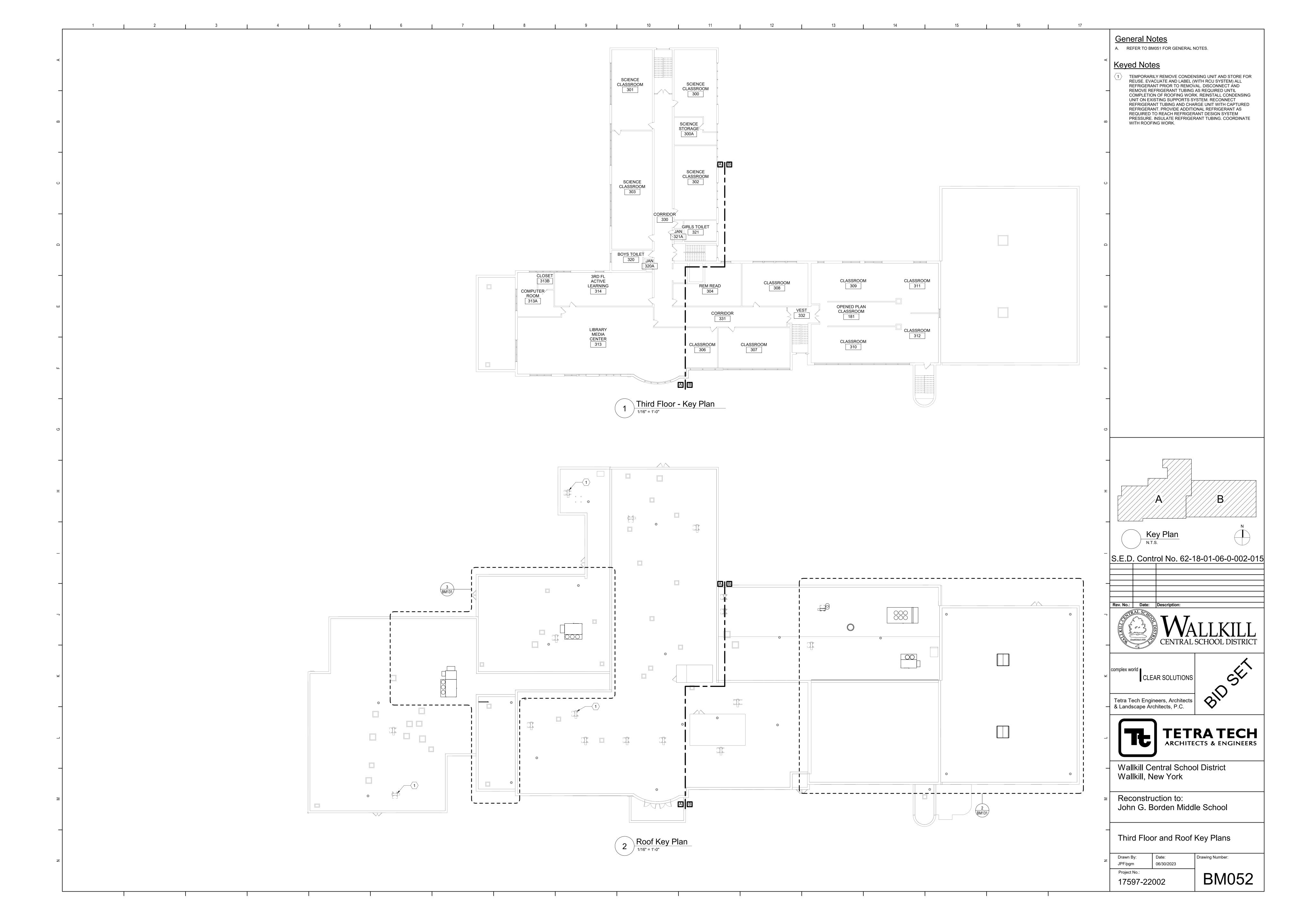


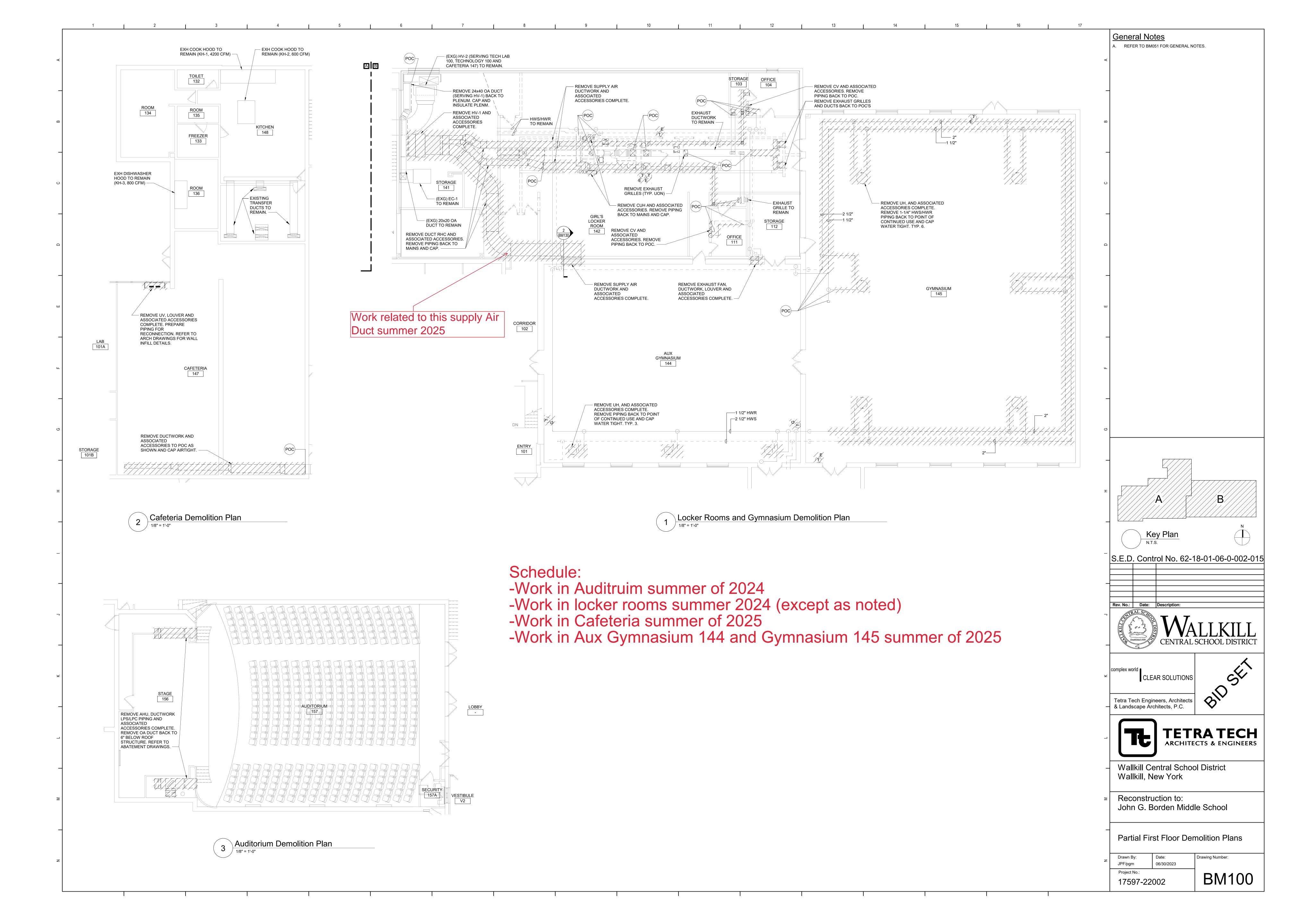


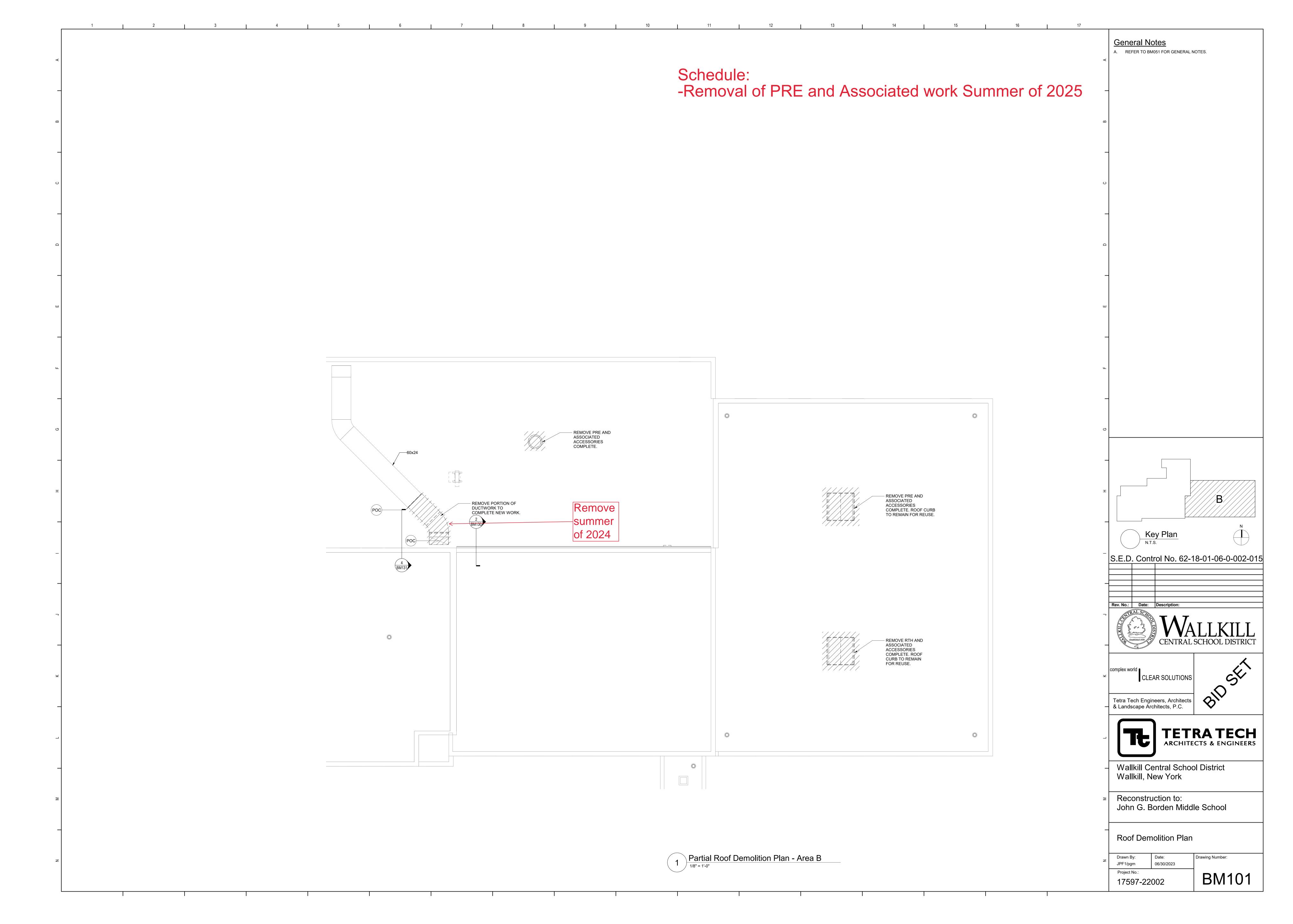


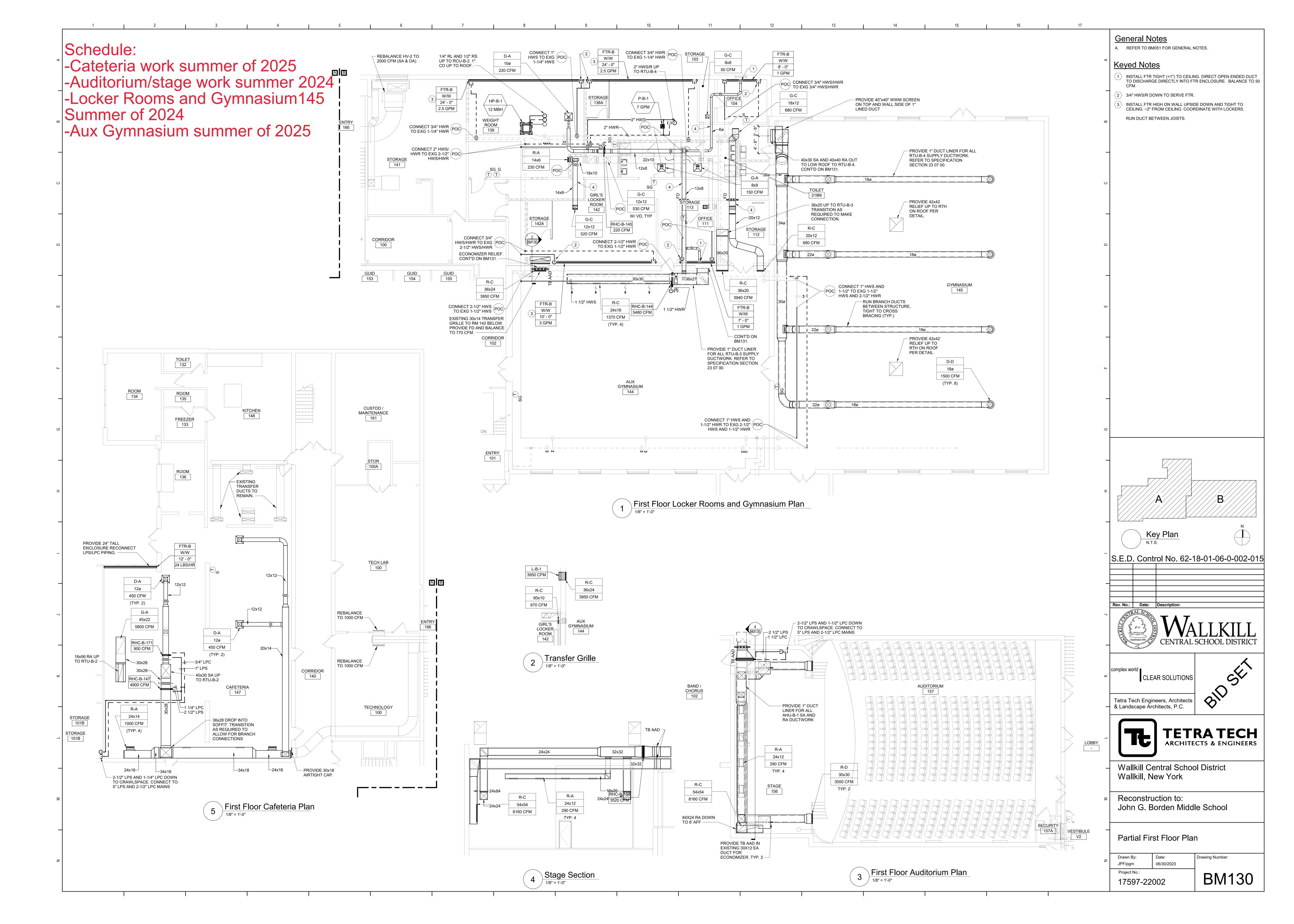


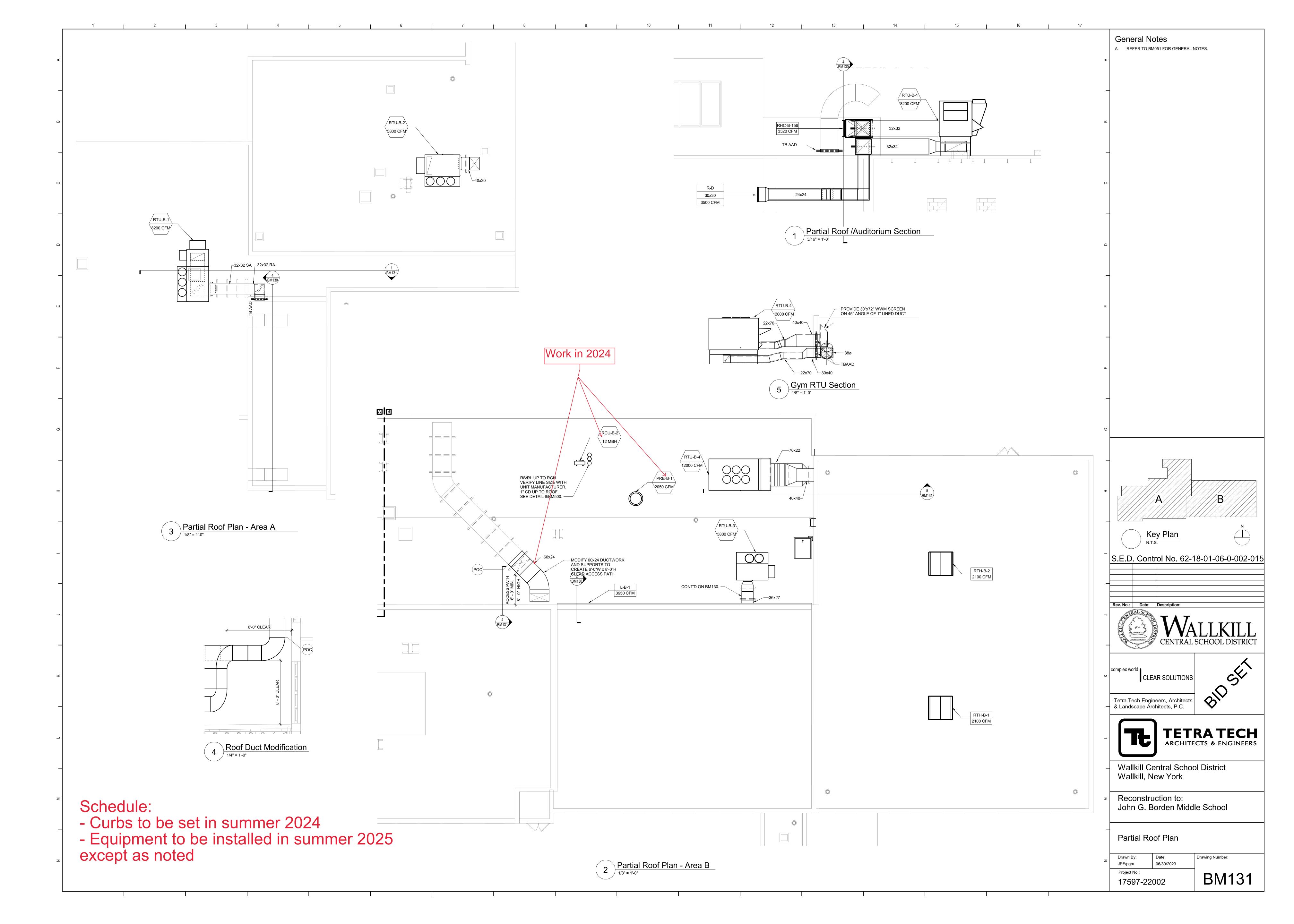




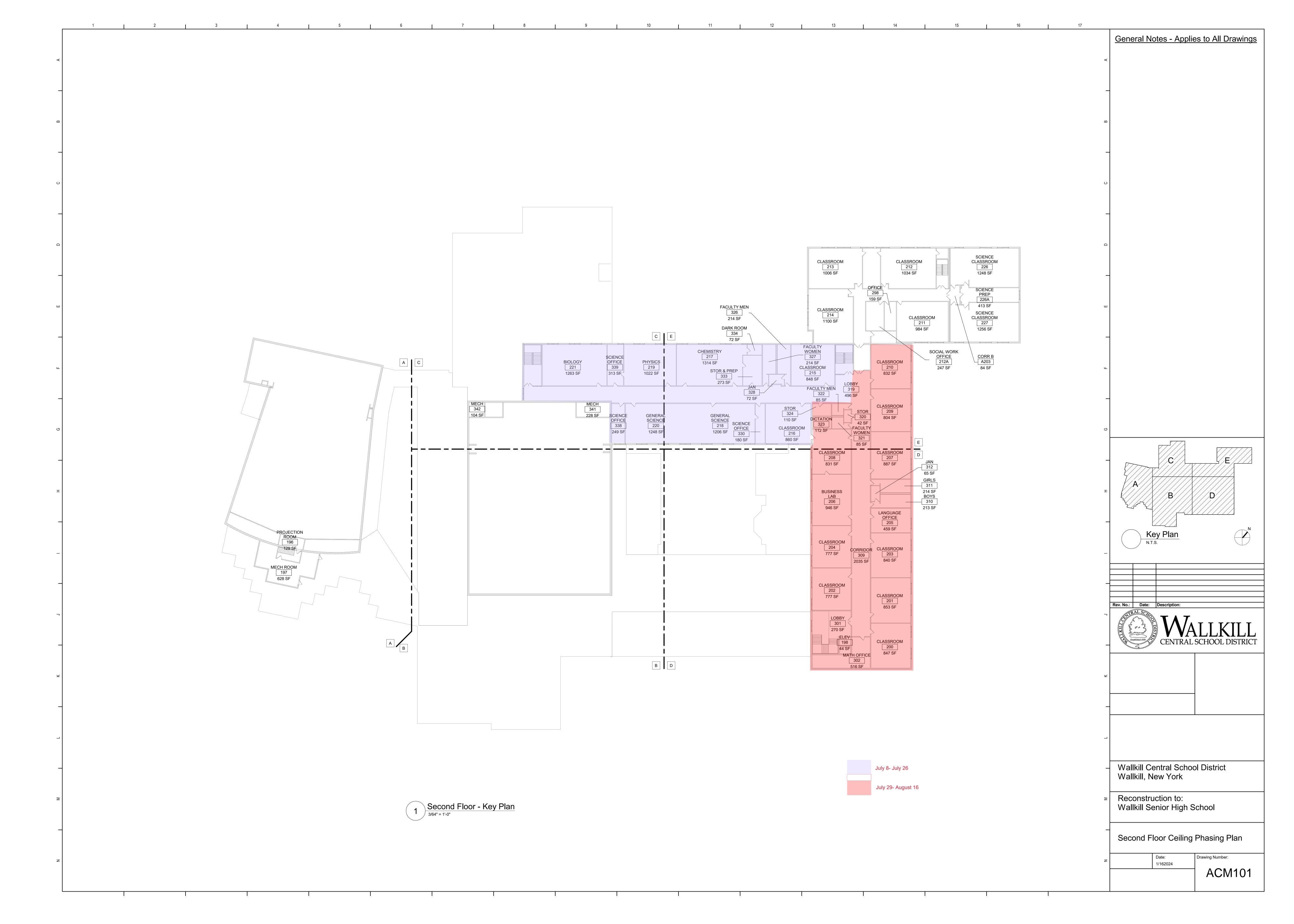












SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Extruded polystyrene foam-plastic board.
 - 2. Insulation for miscellaneous voids.

1.3 SUBMITTALS, GENERAL

A. General: Submit all action submittals required by this Section concurrently.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Adhesive for bonding insulation.
- B. As-Specified Data: If the product to be incorporated into Project is as specified by manufacturer name and product designation in Part 2 of this Specification Section, submit the "As-Specified Verification Form" (attached to Division 01 Section "Submittal Procedures") for each item listed below, otherwise submit full Product Data for the following:
 - 1. Extruded polystyrene board, Type IV, 25-psi.
 - 2. Insulation for miscellaneous voids.
- C. Sustainable Design Submittals:
 - 1. Product Data: For adhesives, indicating VOC content.

1.5 QUALITY ASSURANCE

A. Identification: Identify product R-values with manufacturer's markings, or certification, in accordance with requirements of building Code in effect for the Project.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect foam-plastic board insulation as follows:
 - 1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
 - 3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD

- A. Extruded Polystyrene Board, Type IV: ASTM C 578, Type IV, 25-psi minimum compressive strength; unfaced; maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated in the Work, include, but are not limited to:
 - a. DuPont; Styrofoam Brand Cavitymate Plus XPS Foam Insulation (Reduced GWP).
 - b. Owens Corning; Foamular NGX CW25 Extruded Polystyrene (XPS) Insulation (Square Edge).
 - 2. Thermal Resistance: R-value of 5.0 per inch.
 - 3. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.2 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Spray Polyurethane Foam Insulation for Miscellaneous Voids: ASTM C 1029, Type II, closed cell, minimum density of 1.75 lb/cu. ft. and minimum aged R-value at 1-inch thickness of 6.0 deg F x h x sq. ft./Btu at 75 deg F, with maximum flame-spread and smoke-developed indexes of 25 and 400, respectively, per ASTM E 84.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide DuPont; Froth-Pak Foam Insulation, or comparable product.

- B. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
 - 1. Adhesives shall have a VOC content of [70] < Insert value > g/L or less.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of the Work.
- B. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation, or that interfere with insulation attachment.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Beginning installation constitutes Contractor's acceptance of substrates and conditions.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.
- E. Install insulation so that manufacturer's R-value mark is readily observable, in accordance with requirements of building Code in effect for the Project.

3.3 INSTALLATION OF CAVITY-WALL INSULATION

- A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face and as recommended by manufacturer. Fit courses of extruded polystyrene board (Type IV, 25-psi) insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates.
 - 1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Division 04 Section "Unit Masonry."

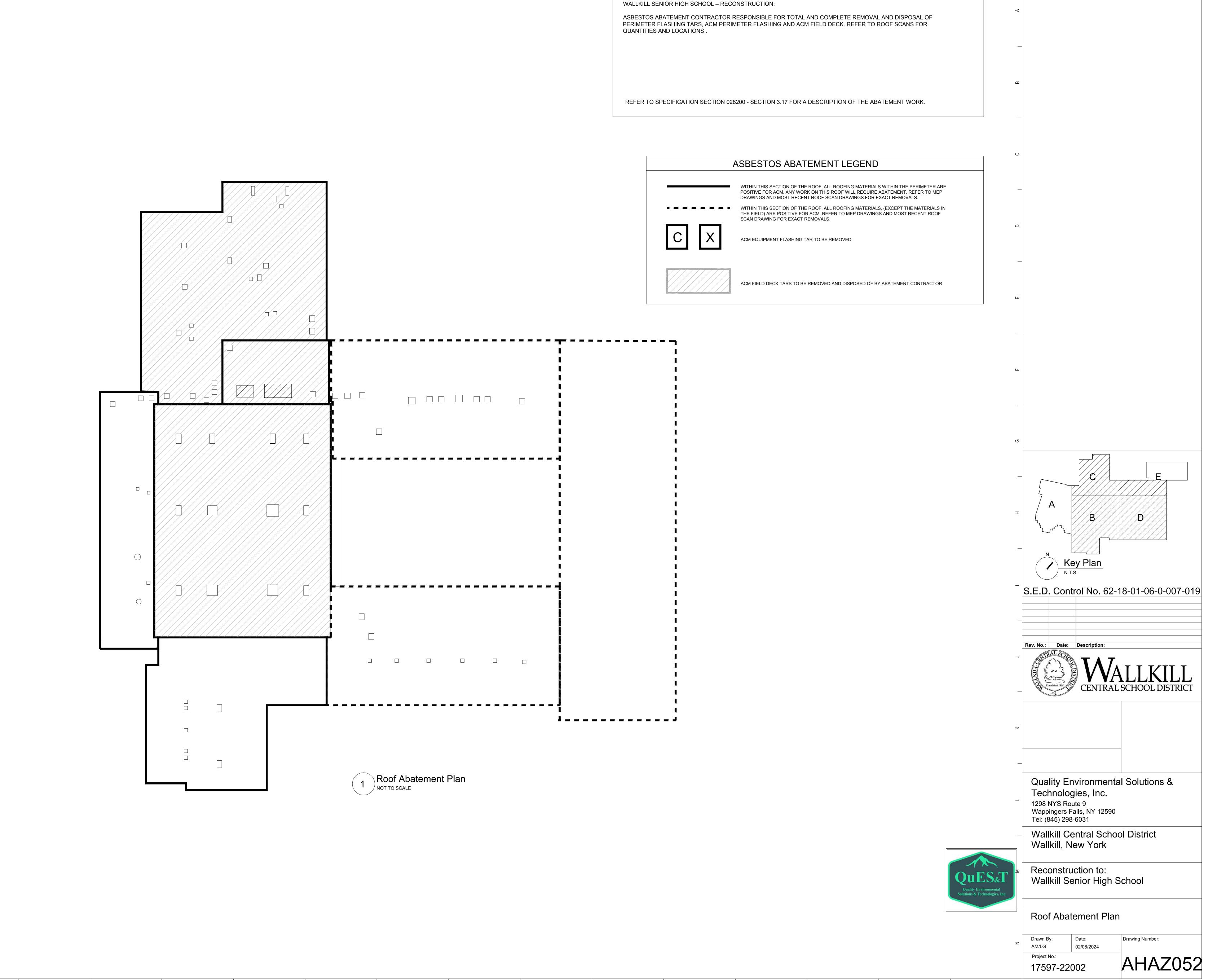
3.4 INSTALLATION OF SPRAY POLYURETHANE INSULATION FOR MISCELLANEOUS VOIDS

- A. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Spray Polyurethane Insulation for Miscellaneous Voids: Apply according to manufacturer's written instructions.

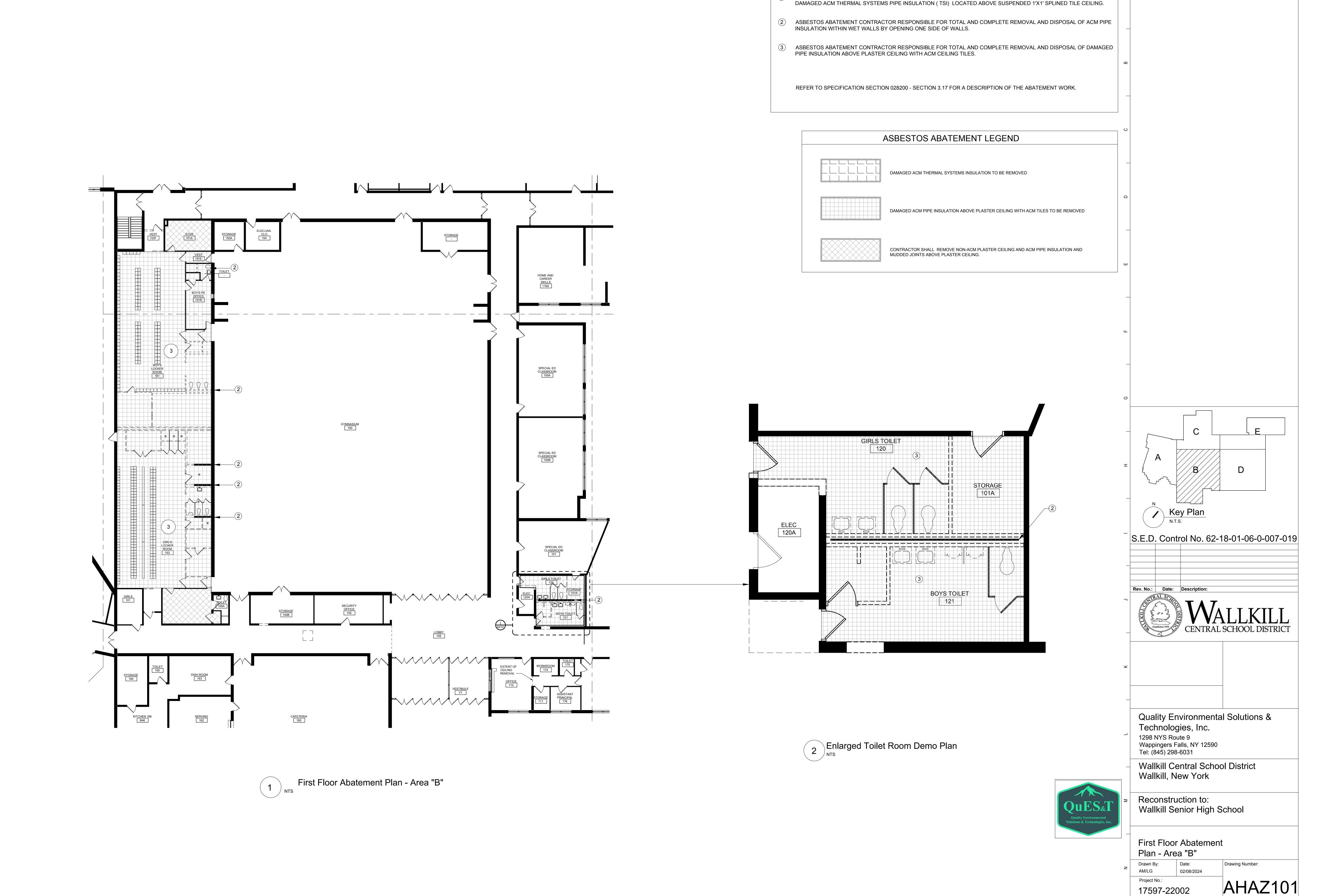
3.5 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00



ASBESTOS ABATEMENT NOTES



ASBESTOS ABATEMENT NOTES

(1) ASBESTOS ABATEMENT CONTRACTOR RESPONSIBLE FOR TOTAL AND COMPLETE REMOVAL AND DISPOSAL OF

WALLKILL SENIOR HIGH SCHOOL – RECONSTRUCTION:

WITHIN THIS SECTION OF THE ROOF, ALL ROOFING MATERIALS WITHIN THE PERIMETER ARE POSITIVE FOR ACM. ANY WORK ON THIS ROOF WILL REQUIRE ABATEMENT. REFER TO MEP DRAWINGS AND MOST RECENT ROOF SCAN DRAWINGS FOR EXACT REMOVALS. WITHIN THIS SECTION OF THE ROOF, ALL ROOFING MATERIALS, (EXCEPT THE MATERIALS IN THE FIELD) ARE POSITIVE FOR ACM. REFER TO MEP DRAWINGS AND MOST RECENT ROOF SCAN DRAWING FOR EXACT REMOVALS. WITHIN THIS SECTION OF THE ROOF, ONLY THE FIELD ROOFING MATERIALS ARE POSITIVE FOR ACM. ANY WORK ON THIS ROOF WILL REQUIRE ABATEMENT. REFER TO MEP DRAWINGS AND MOST RECENT ROOF SCAN DRAWING FOR EXACT REMOVALS. ACM EQUIPMENT FLASHING TAR TO BE REMOVED

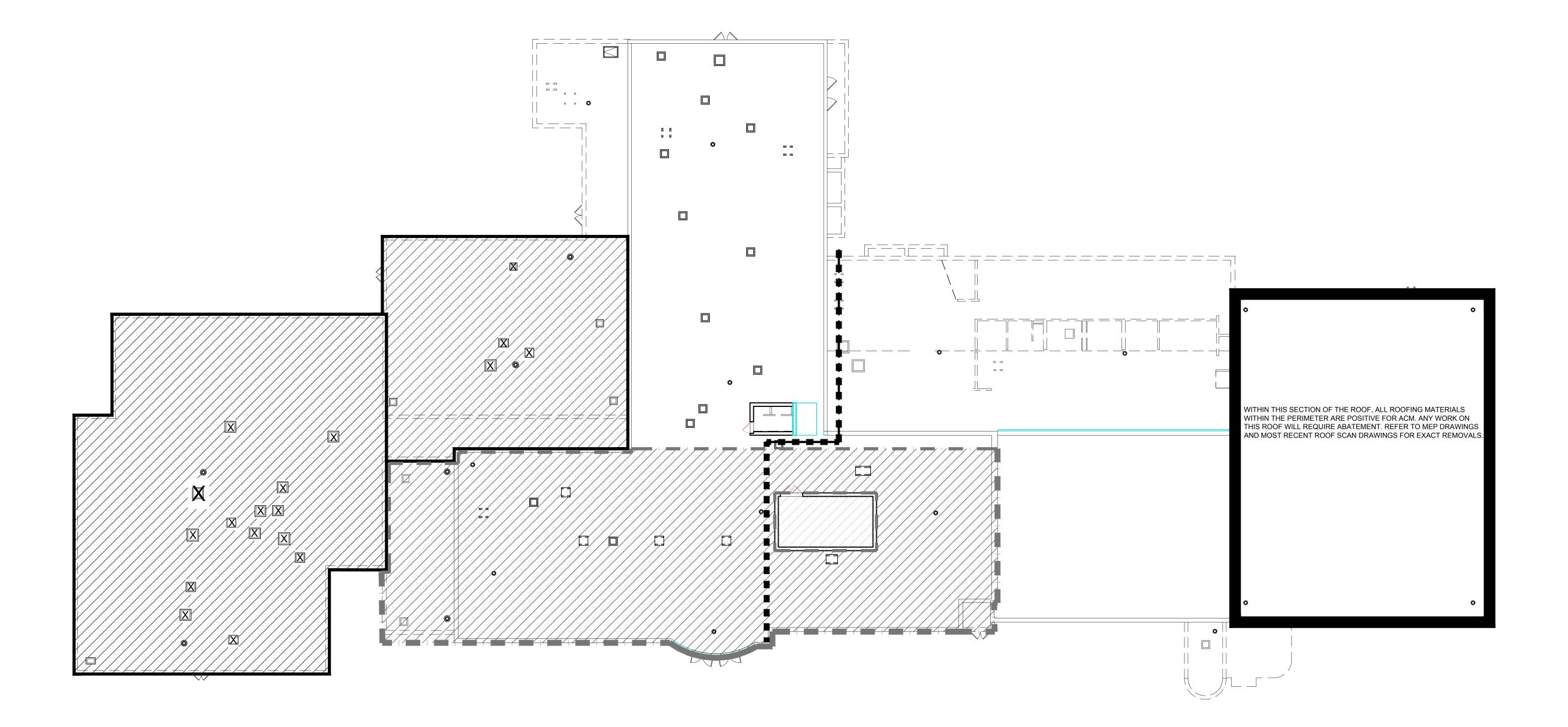
POSITIVE ACM FIELD DECK TARS TO BE REMOVED

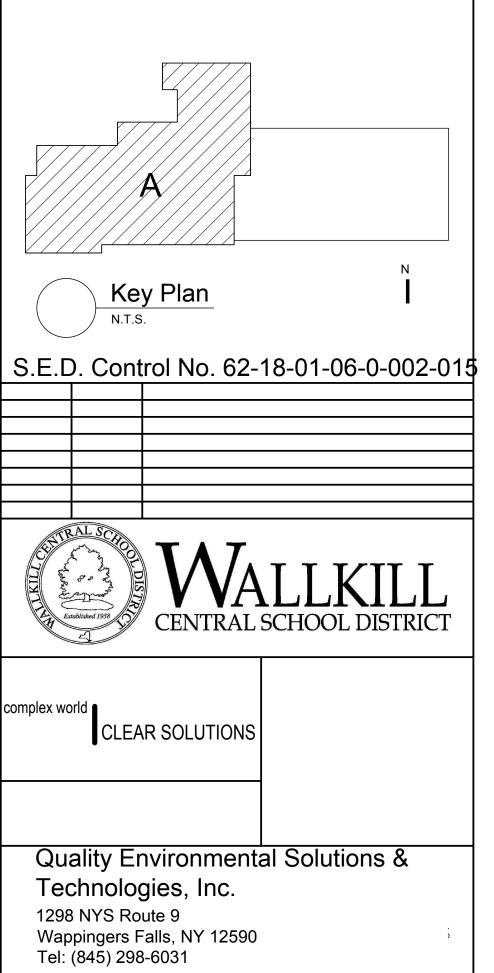
ASBESTOS ABATEMENT NOTES

JOHN G. BORDEN MIDDLE SCHOOL ROOF NOTES:

ROOFING, AS DETAILED ON ATTACHED ACM LOCATION DRAWINGS. ASBESTOS ABATEMENT CONTRACTOR IS RESPONSIBLE FOR TOTAL AND COMPLETE REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS-CONTAINING ROOF MATERIALS, FLASHING TAR, PITCH POCKET TAR, EQUIPMENT/FLASHING TAR TO THE ROOF DECK, ALL CURBS ARE TO BE REMOVED AS ACM. LEAVING A CLEAN ROOF DECK WITH NO VISIBLE ACM MATERIALS. NOTE: THE BOTTOM MOST LAYER OF TAR ON THE METAL DECK IS POSITIVE FOR ACM. REFER TO THE ROOF SCAN DRAWINGS FOR LOCATIONS AND QUANTITIES.

REFER TO SPECIFICATION SECTION 02 08 00 - SECTION 3.17 FOR A DESCRIPTION OF THE WORK.





Wallkill Central School District

John G. Borden Middle School

Drawing Number:

BHAZ052

Wallkill, New York

Reconstruction to:

Roof Abatement Plan

Project No.:

17597-22002

02/08/24

