

**PROPOSED
MAIN FIREHOUSE FACILITY
ELLENVILLE FIRE DISTRICT
203 S. MAIN STREET, NYS RT. 209
ELLENVILLE, NY 12428**

PREPARED FOR:

**ELLENVILLE FIRE DISTRICT
PO BOX 268
ELLENVILLE, NY 12428**

ARCHITECT:

**SENDLEWSKI ARCHITECTS, PC
215 ROANOKE AVENUE
RIVERHEAD, NEW YORK 11901
(631) 727-5352**

**PROJECT MANUAL
APPLIES TO ALL TRADES**

ISSUED FOR BIDDING September 17, 2026

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ELLEVVILLE FIRE DISTRICT
PROPOSED MAINHOUSE FACILITY
SPECIFICATION NO. 2501**

PROJECT MANUAL

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REFER TO SPECIFICATION INDEX FOR ALL WORK AS FOLLOWS:

BID 2501 GC	GENERAL CONSTRUCTION
BID 2501 M	MECHANICAL WORK (as sub-contractor to general contractor)
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**AMENDED NOTICE TO BIDDERS
ELLENVILLE FIRE DISTRICT
Bid 2501 GC General Construction**

PLEASE TAKE NOTICE that pursuant to a resolution of the Board of Fire Commissioners of the Ellenville Fire District, Village of Ellenville, Ulster County, New York, sealed bids for a single General Construction prime contract which includes a Local Union Project Labor Agreement. The contract shall include all sub-contracts required for sitework, general building construction (all trades), mechanical, plumbing, fire sprinkler and electrical work for the construction of a new firehouse facility located at 203 S. Main Street, Ellenville, New York 12428. Bids will be received at the office of the Board of Fire Commissioners at the firehouse located at 7025 NY Rt. 52, Greenfield Park, New York 11435 until 7:00 p.m. (prevailing time) on Tuesday the 3rd day of November 2026, at which time they will be publicly opened and read aloud.

Detailed plans, specifications and addenda (if any) regarding the project will be available from the project Architect by email request only at the address listed below as of September 17, 2026. All bid inquires and request for access to bid documents shall be directed to the project Architect, Jeffrey Sendlewski, RA, via e-mail at jeffs@firehouseplanner.com. Documents will only be provided to bidders in PDF electronic format via drop box access which will be provided to bidders upon request.

The award of contract shall be determined within forty-five (45) days of the bid opening. The award of contracts is subject to approval of a referendum vote for funding for the project by the voters of the fire district after receipt of bids.

A Bid Bond (A.I.A. Document A310 or equivalent) in the amount of at least five (5%) of the base bid must accompany each bid. A full performance bond, together with labor and material payment bonds, shall be required upon execution of the contract by the successful Bidder.

Bids shall be submitted in sealed envelopes at the above Fire District address and shall bear on the face thereof the name and address of the Bidder as well as the specific contract(s) bid on, as set forth above. All bids must be submitted on forms furnished by the Fire District, in accordance with the specifications and Instructions to Bidders, and shall be submitted as follows: if by regular mail to: Ellenville Fire District, PO Box 268, Ellenville, NY 12428, and if by overnight (FedEx) certified mail, courier or delivery service to Angela Burburan, Ellenville Fire District Secretary, 742 Irish Cape Road, Ellenville, NY 12428 and shall be received on or before 5:00 pm., November 3, 2026. Bids may also be delivered in person at the place of the published bid opening by 7:00 pm. on November 3, 2026. The sole responsibility for having the bid delivered and received at the time and place of the bid opening is the sole responsibility of the bidder without exception.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable statutes and have a statement of non-collusion in the form

as required by Section 103-d of General Municipal Law. All documents submitted in connection with this bid will become the property of the Ellenville Fire District, and the Fire District shall not return bid documents.

The contract for the above item(s) may be awarded by the Board of Fire Commissioners only to the lowest responsible bidder. In cases where two or more responsible Bidders submit identical bids as to price, the Board of Fire Commissioners may award the contract to either of such bidders. The Board of Fire Commissioners, however, reserves the right to reject all bids and re-advertise new bids in its discretion and/or to waive any informality in any bid which it deems immaterial in nature.

There will be a mandatory informational pre-bid conference for the above-mentioned bids starting at the Ellenville Fire District firehouse facility located at 5 Maple Avenue, Ellenville, NY 12428 on Wednesday October 14, 2026, at 1:00 pm followed by a site visit. All requests for information and clarifications regarding the bid must be received by the architect at the above noted email address on or before Tuesday October 20, 2026.

BY ORDER OF THE BOARD OF FIRE
COMMISSIONERS OF THE
ELLENVILLE FIRE DISTRICT
Village of Ellenville, Ulster County, New York

AIA® Document A701® – 2018

Instructions to Bidders

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

[New Main Firehouse Facility](#)
[203 S. Main Street NYS Rt. 209](#)
[Ellenville, NY 12428](#)

THE OWNER:
(Name, legal status, address, and other information)

[Ellenville Fire District](#)
[PO Box 268](#)
[Ellenville, NY 12428](#)

THE ARCHITECT:
(Name, legal status, address, and other information)

[Sendlewski Architects PC](#)
[215 Roanoke Avenue](#)
[Roverhead, NY 11901](#)

[Owners Construction Advisor TBD](#)

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ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

VIA REQUEST FOR DROP BOX ACCESS

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

AT PRE BID CONFERENCE

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

VIA DROP BOX

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

FIVE PERCENT (5%) BID BOND

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

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

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

§ 4.3 Submission of Bids

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

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

REFER TO NOTICE TO BIDDERS

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted

bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

.3 ~~AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise~~

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stated below.
(Insert the complete AIA Document number, including year, and Document title.)

4 Building Information Modeling Exhibit, if completed:

5 Drawings

Number	Title	Date
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6 Specifications

Section	Title	Date	Pages
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7 Addenda:

Number	Date	Pages
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8 Other Exhibits:

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

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
ELLENVILLE FIRE DISTRICT, PROPOSED MAIN FIREHOUSE FACILITY
SPECIFICATION 2501

1. The award of contract shall be subject to a bond authorization resolution to be approved by the voters of the Ellenville Fire District. Should said bond issue be denied by the voters, all bids will be considered rejected without prejudice. The schedule for issuance of contracts after the bid shall be as follows:
 - 11-3-26 Bid opening.
 - 11-12-26 notice of bond vote to be published & filed.
 - 12-15-26 Bond vote (33 days after publication).
 - 12-17-26 Award of contracts (within 45 days of bid per GML).
 - January 6, 2027; Project kick off meeting.
 - January 15, 2027; Payment application No. 1 for bond and insurance.
 - February 1, 2027, Anticipated date of notice to proceed and commencement of construction schedule and schedule of values.
2. All bids submitted shall remain in effect for a period of forty-five (45) days beyond the bid opening date during which time the contract will either be awarded or rejected.
3. The schedule of values and costs shall remain in effect for a period of ninety (90) days beyond the bid opening date.
4. A five percent bid bond shall be required to be submitted with each bid. The bidders who bid more than one contract may include one bond covering all contracts' bid.
5. The bid form shall be filled out in ink or shall be typed. All applicable blank spaces for bid prices must be filled in, both in words and figures. In case of any discrepancy in the price or amount bid for any item in the proposal, the price as expressed in word shall govern. No bid will be accepted, which contains any changes, additions, alterations, omissions, erasures or items not called for in the proposal. Conditional Bids will not be accepted.
6. All bids shall be made upon the forms contained in this bid package and shall be contained in sealed envelopes clearly marked with the name of the project and Contract #. Sealed Bids shall be delivered as indicated in the Notice to Bidders.
7. During evaluation of bid requested bidders will promptly provide within 7 days of the bid opening, the following:
 - List of all material suppliers.
 - List of all subcontractors.
8. The following are the minimum items to be submitted with the bid:
 - ✓ Completed bid form.
 - ✓ Contractors' qualification form.
 - ✓ Complete schedule of values for all work including sub trades.
 - ✓ Five percent (5%) bid bond.
 - ✓ Insurance and indemnification form.

End of Supplemental Instructions

 AIA® Document A201® – 2017**General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Ellenville Fire District
203 S. Main Street NYS Rt. 209
Ellenville, New York 12428

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

Ellenville Fire District
7025 Route 52 West
Greenfield park, New York 12435

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

SENDLEWSKI ARCHITECTS, PC
215 ROANOKE AVENUE
Riverhead, New York 11901

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required

for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with

any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims,

security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make

payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor

shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for **AIA® Document A201® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:10 EDT on 09/10/2026.

PAGE 1:

Ellenville Fire District

203 S. Main Street NYS Rt. 209
Ellenville, New York 12428

Ellenville Fire District

7025 Route 52 West
Greenfield park, New York 12435

SENDLEWSKI ARCHITECTS, PC

215 ROANOKE AVENUE
Riverhead, New York 11901

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sendlewski Architects, PC, 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 11:37:10 EDT on 09/10/2026 under Order No. 20250115944 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SPECIFICATION 2501
SUPPLEMENTAL CONDITIONS

1. Starting from the date of the official notice to proceed, the work of the contractor shall be substantially complete and accepted by the owner within eighteen (18) months plus two (2) months for close out and punch list completion (total duration twenty months). Liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day shall be assessed to prime contractors beyond the projected substantial completion date including agreed to extensions if any that are agreed to during construction.
2. In accordance with the instructions to bidders, the schedule is anticipated as follows:
 - December 17, 2026, Award of contracts if bond is approved.
 - January 5, 2027; Kick off meeting @ 8:00 am.
 - January 15, 2027, Payment application No. 1 for bond and insurance.
 - February 1, 2027, Anticipated date of notice to proceed and commencement of twenty (20) month construction schedule and schedule of values durations.
 - July 31, 2028, substantial completion to be achieved by all trades and binding punch lists issued. Retainage shall be reduced to two- and one-half percent (2 ½%) upon substantial completion.
 - September 30, 2028, punch list complete and final payment application with lien releases from all subcontractors and material suppliers and consent of surety shall be submitted for final payment. It is agreed by virtue of each contract that any items remaining on the punch list will result in the final payment being withheld and that the owner will have said work completed. The cost for completed work, including additional fees necessary to be paid to the architect and construction administrator, shall be deducted from the amount due to the contractor upon final payment.
3. The Contractor shall maintain all insurances as indicated in the indemnification, hold harmless and insurance form that is required to be submitted with the bid.
4. The Contractor shall be liable for any theft or vandalism to his completed work and installations until acceptance of his work and issuance of the certificate of substantial completion. Any and all costs for on-site security measures and insurances shall be borne by the respective contractor.
5. Five Percent (5%) retainage will be withheld from each payment approved to the Contractor and shall be paid upon completion and final acceptance of all aspects of the work including submission of all Record Documents, Warranties, Lien Releases, etc. (see item 1 above for substantial completion reduction).
6. Payments shall be for work and materials completed and installed only except as permitted for materials secured and contracted for the project including; elevator, building materials, equipment, and fixtures. The contractor shall provide secure storage on site or at an agree to off-site location at their own cost. The following payment application must include partial lien releases for suppliers for stored materials. The contractor shall be liable for any theft or vandalism of stored materials at their own cost without exception.
7. A performance and material and labor payment bond in the amount of One Hundred Percent (100%) of the Contract amount will be required for each contract via AIA forms A312 with all supporting documentation.

8. If there is any conflict in the bidding documents related to items specified or required for the contractor to complete his work, the item of greater value shall prevail and shall be included in the contractor's bid.
9. Contract format shall be AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum.
10. The contractor shall be required to list the names of all employees, names of all subcontractors and the names of all subcontractor employees that will be working at the project site.
11. Any and all workers at the site shall be required to sign in and out of the project site upon entering and leaving with the contractors project superintendent. Copies of said sign-in sheets shall be provided along with the necessary signed payroll documentation for each billing period in conjunction with each payment request.
12. The contractor shall have a project superintendent designated for this project who will be present at the site when any work is completed in conjunction with the contract. Said representative shall attend all job meetings. A direct cell phone number for the project representative shall be provided to the owner's job clerk, the architect, and to the project representative of sub-contract trades for coordination purposes for the duration of the project.
13. Weekly attendance of job meetings by the project representative shall be mandatory and shall include two (2) hours duration. The contractor shall have representatives of his sub-contractors available for said meetings if required for coordination.
14. Weekly job meetings will be held at 8:00 am every Tuesday for the duration of construction through substantial completion.
15. The General Contractor shall be required to complete a coordinated project schedule and forward same to all of his sub-contract trades withing fourteen (14) days of notice of award of contract to insert their durations into the schedule and return to the GC withing seven (7) days. The GC shall subsequently update the schedule and shall distribute to all parties for review and approval or approval with modifications.
16. Within thirty (30) days of award of contract, the contractor shall provide a list of project coordination requirements involving sub-contract trades for review to all parties. Upon review between the contractor and sub-contractors, a copy of the coordination requirements shall be signed off by all parties. Any changes and additions to the coordination requirements must be made in writing and distributed to all parties.
17. The General Contractor shall remain fully responsible for the performance and maintaining the project schedule of all trade sub-contractors without exception.

End of Supplemental Conditions

PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION
OF
ELLENVILLE FIRE DISTRICT

FINAL DRAFT 9.11.26
FOR EFD APPROVAL

PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, ELLENVILLE FIRE DISTRICT ("EFD") desires to provide for the cost efficient, safe, quality, and timely completion of the NEW FIRE STATION project ("Project") in a manner designed to afford the lowest reasonable costs to the EFD, and the public it represents, and the advancement of permissible statutory objectives;

WHEREAS, the ELLENVILLE FIRE DISTRICT engaged Arace & Company ("Arace") to undertake a study of which a copy is on file with the "EFD" of whether the use of a Project Labor Agreement will best serve the EFD's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, the Arace Project Labor Agreement Feasibility Study, (the "Study"), concluded that use of a Project Labor Agreement would provide the EFD with measurable economic benefits and would promote the City's interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the EFD has carefully reviewed and considered the Study and determined, among other things, that EFD's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay owing to labor unrest, obtaining cost savings advantages, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) expediting the construction process and otherwise minimizing the disruption to the project;
- (2) avoiding the costly delays of potential strikes, slowdowns, and walkouts arising from work disputes and promoting labor harmony and peace for the duration of the project;
- (3) standardizing the terms and conditions governing the employment of labor on the project;
- (4) permitting flexibility in work scheduling where necessary at affordable pay rates;
- (5) permitting adjustments to work rules and staffing requirements from those which otherwise might apply;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (7) promoting work opportunities for those within the District, Ulster County, and surrounding areas.
- (8) ensuring a reliable source of skilled and experienced local labor;
- (9) create potential apprenticeship opportunities for those within the district

WHEREAS, ELLENVILLE FIRE DISTRICT, has, through independent investigation and analysis, determined the likelihood of substantial cost savings to the Project will result from the application of this Agreement; and

WHEREAS, Hudson Valley Building & Construction Trades Council, and its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and

others;

WHEREAS, the Parties desire to maximize project safety conditions for both workers and

NOW, THEREFORE, the Parties enter into this Agreement:

ARTICLE 1 - PARTIES TO THE AGREEMENT

SECTION 1.1 PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into for all Project construction, as defined herein, as part of the ELLENVILLE FIRE DISTRICT NEW FIRE STATION Project (as defined below) between (i) the ELLENVILLE FIRE DISTRICT ("EFD") (ii) the Hudson Valley Building and Construction Trades Council ("Council") on behalf of itself and its affiliated Local Unions ("Local Unions"); and (iii) the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS SECTION

SECTION 2.1 DEFINITIONS

Throughout this Agreement:

- (A) **"Architect/Engineer"** means the firm designated by the EFD in the Contract Project Documents as the Architect/Engineer for the Project.
- (B) **"Contractor(s)"** means any contractor and subcontractors of whatever tier engaged in Project Work within the scope of this Agreement as defined in Article 3, subject to exclusions defined in Section 3.3; 20.3 and 20.4
- (C) **"Council"** means the Hudson Valley Building & Construction Trades Council, AFL-CIO.
- (D) **"Local Union(s)"** means the Local Unions signatory to this Agreement, individually and collectively.
- (E) **"Owner"** means ELLENVILLE FIRE DISTRICT ("EFD").
- (F) **"Owner's Representative"** means any individual or entity designated by the Owner to enter into this Agreement or otherwise act on its behalf.

- (G) **"The Project"** means the work to be performed in connection with all construction of the ELLENVILLE FIRE DISTRICT NEW FIRE STATION project as more fully set forth in Article 3, Section 3.1, subject to exclusions defined in Sections 3.3, 20.3 and 20.4.
- (H) **"Project Contract Documents"** means those documents so identified in the General Conditions governing Project Work, including any related addenda.
- (H) **"Project Work"** means the work covered by this Agreement and fully defined in Article 3, Section 3.1, subject to exclusions defined in Section 3.3; 20.3 and 20.4.
- (I) **"Schedule A"** means and refers to collective bargaining agreements of affiliated Local Unions.
- (J) **"Union Parties"** and **"Unions"** means the Hudson Valley Building & Construction Trades Council, AFL-C10 and the signatory Local Unions to this Agreement, individually and collectively.

SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council and the Local Unions having jurisdiction over the Project Work; (2) the Agreement is approved by the NYS Building & Construction Trades Council (NYSBCTC); (3) the Agreement is approved by the Building & Construction Trades Department (BCTD); (4) the Agreement is authorized by the Owner and signed by the Owner's Representative.

SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

- 1) This Agreement shall be binding on all signatory Unions and their affiliates and all Contractors performing Project Work as defined in Article 3, subject to exceptions in Sections 3.3 and 20.3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their Subcontractors, of whatever tier, become bound by this Agreement with respect to that subcontracted Project Work performed within the scope of Article 3, and require that each Subcontractor, of whatever tier, sign a Letter of Assent (Schedule B). This Agreement shall be administered by the Designee(s) named by the Owner pursuant to Schedule C.
- 2) **RELATIONSHIP TO PROJECT CONTRACT DOCUMENTS**
 - a. This Agreement is incorporated into the Project Contract Documents solely with respect to labor relations and the employment of labor on Project Work.
 - b. Nothing in this Agreement shall modify, supersede, expand or diminish the Owner's rights, remedies, responsibilities or protections under the Project Contract Documents, except where this Agreement expressly and specifically provides otherwise.

- c. In the event of a conflict concerning matters of construction administration, design, quality, payment, scheduling, insurance, bonding, indemnification, warranty, change orders, claims, damages or Owner remedies, the Project Contract Documents shall control.

SECTION 2.4 SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein as "Schedule A," represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement, or other collective bargaining agreement of any type which would otherwise apply to Covered Project Work, in whole or in part. Each Local Union agrees to provide any Contractor with a copy of the applicable Schedule A collective bargaining agreement immediately upon the Contractor's request. The terms and conditions of each Local Union collective bargaining agreement (see Schedule A), as currently in effect, shall apply to Covered Project Work (to the extent not superseded by this Agreement) and only to Covered Project Work unless the Contractor is otherwise bound to such local collective bargaining agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern. It is understood that by virtue of having become bound by this Agreement, no contractor will be obligated to sign any other local, area, or national agreement. No practice, understanding or agreement between a Contractor and the Union which is not explicitly set forth in this Agreement shall be binding on this Project or any Covered Project Work unless endorsed in writing by the General Contractor and the Contractor/subcontractor.

With respect to wages, fringe benefits, and trade-specific work rules applicable to Covered Project Work not expressly addressed by this Agreement, the applicable Schedule A collective bargaining agreement shall govern. However, no provision contained in any Schedule A agreement shall expand, modify, limit, negate, or supersede the scope of Covered Project Work or any exclusion set forth in this Agreement.

No practice, past practice, oral agreement, understanding, custom, course of dealing or interpretation shall bind the Owner unless expressly approved in writing by an authorized representative of Owner.

SECTION 2.5 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Contractors, and Subcontractors shall not be liable for any violations of this Agreement by any other Contractor or Subcontractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 2.6 THE BID SPECIFICATIONS

The Owner shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders and their Subcontractors of whatever tier (unless otherwise excepted under this Agreement) become bound by this Agreement. Prior to entering into any subcontract agreement for Project Work, every Contractor shall require its Subcontractors, of whatever tier, to execute the Letter of Assent in Schedule B and to become bound by this Agreement.

SECTION 2. 7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement shall be binding on all signatory Unions and their affiliates, and all Contractors, Unions and/or non-Unions performing Project Work, unless otherwise excepted under this Agreement. Unless expressly provided for in this Agreement, this Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 3.1 PROJECT WORK

This Agreement shall only apply to Project Work as defined in this Article.

Subject to the exclusions in this Article, Project Work means solely that work performed in connection with construction of the ELLENVILLE FIRE DISTRICT NEW FIRE STATION Project located at 189-203 South Main Street (209) Ellenville, New York. Project Work, unless otherwise excepted under Sections 3.3, 20.3 or 20.4, shall include all sitework, utilities, demolition, environmental work, mechanical work, electrical work, plumbing, and all construction related to the NEW CENTRAL FIRE STATION project.

SECTION 3.2 TIME LIMITATIONS

- A. To be covered by this Agreement, Project Work must be awarded after the effective date of this Agreement.
- B. This Agreement commences as of [DATE] and shall remain in effect for the duration of the Project.
- C. This Agreement may be extended only by written mutual agreement of the parties.

SECTION 3.3 EXCLUDED EMPLOYEES

Notwithstanding the provisions of Section 3.1 of this Article, the following person/entities are not subject to the provisions of this Agreement even though performing work on or in connection with the Project:

- A. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality

control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards employed by Owner, technicians, non-manual employees, and all professional, engineering (except field surveyors), administrative and management persons, architect's office, owners' construction Clerk of Works, and their employees, consultants and associates;

- B. Employees of the Project Owner;
- C. Employees and entities engaged in off-site manufacture, modifications, repairs, maintenance, or painting, handling or fabrication of project components, materials, equipment, or machinery except not covered by NYS Labor Law 220.
- D. Employees engaged in onsite equipment warranty work;
- E. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- F. Employees engaged in laboratory or specialty testing or inspections, unless ordinarily done by a member of a Trade Union;
- G. Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads. Utility work provided by gas, electric, and cable companies, which is not performed by utility company employees, shall be subject to the terms of this Agreement.
- H. All deliveries, except for local deliveries of fill, ready mix concrete, asphalt and other aggregates which shall be covered work under this agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 4.1 PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of Article 3 of this Agreement.

SECTION 4.2 UNION REFERRAL

- A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), where those referrals meet the qualifications set forth in items 1, 2, and 4 of subparagraph B. The Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; the number of employees required; and the selection of employees for layoff (subject to Article 5, Section 5.3). In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays

excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union. The Local Unions will cooperate with Contractor requests for minority, women, or economically disadvantaged referrals to meet the goals of Article 4, Section 4.4. These workers may be delivered under a "Direct Entry" designation or by use of a Department of Labor waiver.

- B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project Work and who meet the following qualifications:
- (1) possess any license required by New York State law for the Project Work to be performed;
 - (2) Have worked a total of at least 1000 hours in the construction craft during the prior two years, and
 - (3) Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.
 - (4) Have the ability to safely perform the basic functions of the applicable trade.
 - (5) Have not committed a felony or misdemeanor, or other violation that would render such person unfit to work on property.
- C. With the exception of Section 4.2(f) below, no more than twelve and a half(12.5%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the provisions of Paragraph B of this section (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons shall be included in these twelve and a half (12.5%) percent. If requested by the appropriate Union, a Contractor utilizing this provision for byname referrals shall furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (5) above.
- D. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor. When a Contractor of any tier is contracted to perform Project Work and such Contractor is not signatory to a Schedule A agreement (not including signatory through this Agreement) and the Union cannot provide ample labor to support the construction schedule or project, then the Contractor shall hire outside the Union hiring halls and the Contractor shall, at their discretion, replace the non-Union or non-dispatched employee when notified by the Union that labor has become available through the Union. The Contractor shall use other employees affiliated with the Council before hiring except, where specifically addressed in this Agreement if those employees from the other Unions have the required trade skills to perform the Project Work. Those hired through this provision shall be laid off before those of an affiliated Union.

- E. Notwithstanding the foregoing, the “EFD” shall have the sole discretion to request that a person be removed from working on this Project.

SECTION 4.3 NON-DISCRIMINATION IN REFERRALS

- A. The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant’s Union membership, or lack thereof.
- B. All parties to this Agreement acknowledge that funding for this Project may include funds from NYS. Project Contractors may be required to comply with all non-discrimination requirements pertaining to such funding.

SECTION 4.4 WORKFORCE DIVERSITY UTILIZATION

- A. The Unions recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to utilize their best efforts to provide qualified minority and female applicants.
- B. All parties to this Agreement acknowledge that funding for this Project includes but is not limited to funds from the NYS Department of State Downtown Revitalization Initiative (NYSDOS-DRI), NYS Department of Environment Conservation Climate Smart Communities (NYSDEC-CSC), and NYS Environmental Facilities Corporation Green Innovation Grant Program (NYSEFC GIGP) Funds. As a condition of contract with the City, Project Contractors will be required to comply with all workforce diversity utilization requirements pertaining to such funding.

SECTION 4.5 CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of each Contractor.

SECTION 4.6 UNION DUES

Nothing in this Agreement requires employees to join a Union or pay dues or fees to a Union as a condition of working on the Project. This Agreement is not, however, intended to supersede independent requirements in applicable Local Union Agreements as to Contractors that are otherwise signatory to those Agreements in relation to employees of such Contractors performing Project Work.

ARTICLE 5 – UNION REPRESENTATION

SECTION 5.1 LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate a representative and/or Business Manager who shall be afforded access to the Project site only during times when Project Work is being conducted.

SECTION 5.2 STEWARDS

- A. Each Local Union shall have the right to designate a working journeyperson as a Steward or operating engineer in charge (lead engineer), or other designee as the case may be, as set forth in the Local Union Agreements set forth in Schedule A and shall notify the Contractor of the identity of the designated Steward and lead engineer as the case may be, prior to the assumption of such duties.
- B. Stewards etc., shall not exercise supervisory functions and will receive the rate of pay as per Schedule A. There will be no non-working Stewards or Lead Engineer.
- C. The Steward, lead engineer, (etc.), shall have the right to receive but not solicit complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor.
- D. Each Steward, lead engineer (etc.), shall be entitled to act only with respect to the employees of their specific Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor, unless allowable under Schedule A.
- E. The Contractor(s) shall not discriminate against the Steward, lead engineer, (etc.), in the performance of their Union duties.
- F. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.
- G. The General Contractor or CM will employ the labor steward and lead engineer. The above referenced employer shall not be required to carry the steward's or lead engineer if there is no work of that particular trade or the local collective bargaining agreement or area practice does not require it.

- H. Stewards shall assist in implementing this Agreement in the spirit of labor management cooperation. Where the owner's personnel or agents may be working in close proximity to the construction activities, the Unions agree that under any and all conditions, Union Representatives, Stewards and individual employees will not interfere in any manner with the Owner's or the OR/PM's personnel or agents, or with, the execution of the work which is being performed by the Owner's or the OR/PM's personnel and all workers will work in harmony with each other.

SECTION 5.3 LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward or Lead Engineer, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A agreement, such provisions shall be recognized to the extent the Steward or Lead Engineer possesses the necessary qualifications to perform the Project Work required. In any case in which a Steward or Lead Engineer is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

SECTION 5.4 UNION STANDARDS

- A. The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members.
- B. The EFD, while recognizing this interest, must maintain its ability to utilize the services of off-site fabricators not covered by NYS Labor Law 220 and those entities involved in deliveries of construction materials, except those materials included in Section 3.3, when not covered under New York State Labor Law 220.
- C. While the scope of the Agreement is limited to Project Work as defined and subject to exceptions herein, Contractors should, whenever economically feasible, make reasonable efforts to use Union signatory vendors, which includes, but not limited to, UA Yellow Label and SMW Blue Label products for off-site assemblies or fabrications.
- D. This Section does not refer to construction material normally purchased preassembled or manufactured, it references Project Work normally and historically done on-site or in Local Union fabrications shops.
- E. If any dispute should arise with respect to this Section, the Contractors agree to install any off-site assemblies or fabricated items regardless of the source. The parties shall endeavor to settle such dispute in the Labor Management forum or appropriate sub-committee before a grievance is filed under Article 9.

ARTICLE 6 – MANAGEMENT RIGHTS

SECTION 6.1 RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the Project Work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of Project Work; the promulgation of reasonable Project Work rules; and the requirement, timing and number of employees to be utilized for overtime Project Work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform Project Work outside the jurisdiction of that Employee's Labor Union affiliation, if any. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/or joint working efforts with other employees shall be permitted or observed.

SECTION 6.2 MATERIALS, METHODS & EQUIPMENT

- A. There shall be no limitation or restriction upon either the Owner's or the Architect/Engineer's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, subject to the requirements of Section 6.2(B). The on-site installation or application of such items shall be performed by the craft having jurisdiction over such Project Work pursuant to an applicable collective bargaining agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor.

ARTICLE 7 – WORK STOPPAGES AND LOCKOUTS

SECTION 7.1 NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, demonstrations or other disruptive activity on Project Work site for any reason by any signatory to this Agreement. There shall be no Union or concerted or employee activity which disrupts or interferes with the Project Work. Should any employee breach this provision, the Local Unions will use their best efforts to immediately end the breach and return all employees to work. There shall be no lockout by any signatory to this Agreement.

SECTION 7.2 DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 7.1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

SECTION 7.3 NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the Council of such fact, with copies of the notification to the Local Union involved. The Council and Local Union shall instruct, order, and otherwise use their best efforts to cause the employee(s) to immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members shall not be liable for any unauthorized acts of its members, the Council, or another Local Union.

SECTION 7.4 EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 7.1 of this Article or Section 8.3(D)(ii) of Article 8 may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify J.J. Pierson, Neal M. Eiseman and Thomas Hines who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to all parties (the alleged violator, the Council, the Local Union, the Contractor, the Owner and Architect/Engineer).
- B. The Arbitrator shall hold a hearing within 48 hours of receiving the notice invoking the procedure if it is contended that the violation still exists. The Arbitrator shall provide at least 24 hours' notice (excluding Sundays and holidays) to all parties as to time and place of the hearing.
- C. All notices pursuant to this Article must be delivered to all parties (Local Union, Council, Contractor, alleged violator, Owner and Architect/Engineer) and may be provided by telephone, telegraph, hand delivery, fax, email, or confirmed overnight delivery. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D.
 - (i) Section 7.1 hearings:
The sole issue at the hearing shall be whether a violation of Section 7.1 occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and- Desist Award restraining such violation and serve copies on all parties. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
 - (ii) Section 8.3(D)(ii) hearings:

The sole issue at the hearing shall be whether a violation of Section 8.3(D)(ii) occurred. If a violation is found to have occurred, it shall be prima facie evidence of intentional mis-assignment, and the Arbitrator shall issue an immediate stop- work order with respect to the Project Work involved and reassign the Project Work as necessary. The Arbitrator is also authorized to (a) award damages or back pay in order to make the aggrieved trade whole, and (b) remove the offending Contractor from the job in egregious situations.

- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to all parties. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceeding may be commenced by order to show cause. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.
- H. No arbitrator appointed under this Agreement shall have jurisdiction or authority to:
 - 1) impose monetary liability upon the Owner
 - 2) award damages, back pay, benefits, attorneys' fees, consequential damages or other compensation against the Owner.
 - 3) modify, amend, supplement or impair any contract between the Owner and a Contractor;
 - 4) direct the Owner to issue a change order or additional payment;
 - 5) extend the Owner's contractual payment or performance obligations; or
 - 6) impose any obligation upon the Owner except as expressly provided in this Agreement.

Any award shall be binding only upon the Contractor, Union and/or employee parties to the dispute, as applicable.

The Owner shall not be responsible for, and shall have no liability arising from, any dispute

concerning wages, benefits, hiring, referral, discipline, discharge, jurisdiction, staffing, union membership, union representation, benefit-fund contributions, or other employment-related matters between a Contractor, subcontractor, employee, Union or benefit fund. Each Contractor shall be solely responsible for its employment and labor obligations and shall defend, indemnify and hold harmless the Owner to the fullest extent permitted by law from claims arising out of such obligations.

SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 7.1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 7.1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 8.1 SUBJECTS

The Project Labor Management Committee ("Committee") will meet as established by the Committee to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project, if any and increase work opportunity within the City for City residents.

SECTION 8.2 COMPOSITION

The Committee shall be jointly chaired by a designee of the EFD, a designee of the Architect/Engineer, and a designee of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

SECTION 8.3 PRE-JOB CONFERENCE

- A. So that the start and continuation of Project Work may progress without interruption, the Committee shall require each Contractor and Subcontractor of whatever tier to conduct a pre-job conference with the Council prior to commencing work. The Owner, Architect/Engineer, and General Contractor shall be advised in advance of such conferences, and may designate a representative to participate in such conferences. This pre-job conference with the Council shall be in addition to any pre-job/pre-construction conferences required by the Project Contract Documents.
- B. The purpose of the pre-job conference with the Council shall be for the parties to gain an understanding of each Contractor's proposed work assignments, the standard work day and work week, the number of employees to be employed, the method of referral,

the applicable wage rates and fringe benefit contributions and any other matters in accordance with this Agreement.

- C. Proposed Trade Assignments. In conjunction with the pre-job conference with the Council required by this Section, each Contractor shall fill out the attached Schedule E-Proposed Trade Assignments Identifying all Subcontractors and indicating what trades will be used to perform the Project Work. This form shall be submitted to the Council at least fourteen (14) days in advance of the commencement of Project Work. If any Local Union(s) objects to or disagrees with the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection within three (3) days of the submission of the Proposed Trade Assignments and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve the matter. If no resolution is reached, any involved Local Union may submit their objection position in writing, together with support documentation, within seven (7) calendar days of the submission of the Proposed Trade Assignments to the Contractor or Subcontractor with a copy to all affected Local Unions. Failure of any objecting Local Union and/or other affected Unions to timely object or submit such objection positions in writing waives any objection to the Proposed Trade Assignments. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Owner, the Architect/Engineer, the Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made.
- D. Disputes and Violations.
- (1) Unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of Article 10 in accordance with the National Plan for Settlement of Jurisdictional Dispute in the Construction Industry established by the Building and Construction Trades Department, incorporated by reference in Schedule D, provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union.
 - (2) Contractor's failure to conduct a pre-job conference with the Council, failure to include all required parties in a pre-job conference with the Council, or failure to adhere to agreed-upon Schedule E trade assignments is a violation of this Agreement and prima facie evidence of intentional misassignment. Alleged violations of this provision shall be considered a lockout and subject to the expedited arbitration procedures of Article 7, Section 7.4.
 - (3) All remaining unresolved issues shall be subject to the provisions of Article 9.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 9.1 CLOSE COOPERATION

The Contractors, Unions, and employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of Project Work and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

SECTION 9.2 PROCEDURE

Any question, dispute or claim arising during the term of this Agreement involving the interpretation or application of this Agreement (other than jurisdictional disputes and alleged violations of Section 7.1, and Section 8.3(D)(2)), shall be considered a grievance and shall be resolved pursuant to the following procedure.

Step 1:

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall give notice of the claimed violation to the Local Union representative or job steward, who shall notify the Project Work site representative of the involved Contractor and the Owner. To be timely, such notice must be in writing given within 7 calendar days after the act, occurrence or event giving rise to the grievance. Strict compliance with this 7-day notice is a condition precedent to proceeding with such grievance. The Local Union representative or the job steward shall meet with the Project Work site representative of the involved Contractor and the Owner and endeavor to adjust the matter within 7 calendar days after timely notice has been given. The representative of the involved Contractor shall keep the minutes of the meeting and shall respond to the Union representative in writing, with copy to the Owner, within twenty-four (24) hours after the conclusion of the meeting. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing by the Labor-Management Committee as creating a precedent with respect to Project Work.
- B. Should any signatory to this Agreement have a dispute [excepting jurisdictional disputes and alleged violations of Section 7.1 or Section 8.3(D)(i) or (ii) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute may be reduced to writing and the grieving party may proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

Upon timely receiving a written grievance, the involved Contractor shall notify and schedule a meeting with the Business Manager of the involved Local Union, the Council, and the Owner, and their respective representatives, for the purpose of arriving at a satisfactory settlement. Such meeting shall be held within 7 calendar days of the involved Contractor's receipt of the written grievance. Meeting minutes shall be kept by the Contractor with copies to the parties within twenty-four (24) hours.

Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Owner) along with copies of the minutes from Step 1 and Step 2, to the acting Arbitrator under this procedure (alternating between J.1. Pierson, Roger Moyer and Thomas Hines). The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union, and employees, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.
- B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Owner, the involved Contractor, and the involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 10.1 ASSIGNMENT

The assignment of Project Work shall be solely the responsibility of the Contractor performing the Project Work involved, subject to the pre-job conference with the Council and the procedures set forth in Section 8.3(C), and such Project Work assignments shall be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("National Plan"), incorporated by reference into Schedule D, or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO. Where there are jurisdictional MOUs or agreements locally, they shall apply.

SECTION 10.2 PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

All jurisdictional disputes involving Project Work shall be settled according to the National Plan, provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union.

NO AUTOMATIC CHANGE ORDERS. No provision of this Agreement, including any jurisdictional award, grievance determination, arbitration award, labor-management decision, staffing requirement, referral issue, benefit dispute, or trade-assignment determination, shall automatically entitle a Contractor to additional compensation, additional contract time, a change order, or other adjustment to its Contract unless such entitlement independently exists under the applicable Project Contract Documents and is approved in accordance with the procedures established therein.

SECTION 10.3 NO DISRUPTIONS

There will be no strikes, work stoppages, or slowdowns, arising out of any jurisdictional dispute. Pending the resolution of the dispute, the Project Work shall continue uninterrupted and as assigned by each Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

No jurisdictional determination shall require the Owner to pay additional compensation or a change order unless such compensation is otherwise independently required under the Project Contract Documents.

SECTION 10.4 AWARD

Any jurisdictional award pursuant to this Article shall be final and binding on the disputing Unions and the involved Contractor on this Project only and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.

SECTION 10.5. LIMITATIONS

Awards made under this Article shall determine only to whom the disputed Project Work belongs. The deciding person or group hereunder shall have no authority to (a) assign Project Work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the Project Work involved; (b) assign work to employees who are not qualified to perform the work involved; or (c) assign Project Work being performed by non-Union employees to Union employees. This provision does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than (1) employee is needed for the job.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 11.1 CLASSIFICATION AND HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A applicable to the work. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for those classifications as required by the applicable New York State Labor Law Section 220 ("Section 220") prevailing wage determination.

The PRC number for this project is 1623644.

SECTION 11.2 EMPLOYEE BENEFITS

- A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect. Except as provided herein, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in the applicable Schedule A agreement, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors not otherwise contractually bound to do so, shall not be required to contribute to non-Section 220 benefits, trusts or plans; however, this provision does not relieve Contractors which are signatory to local collective bargaining agreements with any Local Union from complying with the benefit requirements for all funds contained in those collective bargaining agreements.
- B. Notwithstanding Section II.2(A):
 - (1) Contractors who designate employees pursuant to Article 4, Section 4.2(B), may satisfy the above benefits obligation with respect to those employees by: (1) providing those employees with coverage under their private benefit plans for health, welfare, pension, annuity and 401(k); or (2) paying the full amount of such benefit to the employee in employees' wages. The total benefit payments to be made on behalf of each such employee must equal the total Section 220 benefit/supplement amount. If the Contractor's contribution into the private benefit plan for the above funds is less than the amount required by Section 220, the difference must be paid to the employee in cash. Payments of other benefits covered under Section 220 shall be paid to the respective Unions on behalf of each employee.
 - (2) This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process provided such employee was previously employed by the Contractor and was a participant in

a bona fide private benefit plan maintained by the Contractor which satisfies the requirements of Section 220.

- (3) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC), or similar apprentice funds designated in the applicable Schedule A agreement, if the Contractor does not have an apprentice training program approved by the Department of Labor (However, all Contractors with contracts for this Project in excess of \$500,000 must participate in apprenticeship training programs pursuant to New York State Labor Law §222(2)(e)). Upon request by the Council, any Contractor providing coverage under this provision will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.
 - (4) Contractors who exercise the option under Section 11.2(B) of this Article to pay into their own private benefit plans rather than the applicable jointly trusted funds designated in the applicable Schedule A agreement shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusted funds designated in the applicable Schedule A agreement against any and all benefit/supplement claims by its employees.
- C. Contractors who contribute to jointly trusted funds under this Section agree to be bound by the written terms of the legally-established jointly trusted Trust agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such trust funds but only with regard to Project Work done and only for those employees for whom this Agreement requires such benefit payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.
- D. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project. The Local Unions and/or the Council shall notify the Owner and Architect/Engineer within 120 hours excluding weekends whenever a Contractor or Subcontractor fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Owner and Architect/Engineer within that 120-hour period, the Owner or general contractor at Owners notice shall withhold from any funds due to the delinquent Contractor the amount of that delinquency, up to the total amount due, until any dispute regarding the delinquency has been resolved. The Owner shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor); each delinquent Contractor shall continue to be obligated with respect to contributions based on Project Work done by that delinquent Contractor. If notice of a delinquency is not received by the Owner and Architect/Engineer within the required time periods, Owner shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due. Owner and general contractor shall require Contractors to submit proof of benefit payment with pay request on a form acceptable by the

Union. General contractor shall be required to issue joint checks for benefits as remedy.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 12.1 WORK WEEK AND WORK DAY

- A. Unless otherwise provided for in this Agreement, the standard work week shall be five days, Monday through Friday, eight hours per day plus 1/2-hour unpaid lunch period each day. The starting time for the standard work week shall start at either 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m. Multiple starting times shall be allowed.
- B. Four-tens: notwithstanding any other provision of the Agreement, when working a four-day work week, the work shall consist of 4 days, Monday through Thursday, ten hours per day plus 1/2-hour unpaid lunch period at the straight time rate. The starting time for four-tens shall be 6:00 a.m. 6:30 a.m. 7:00 a.m. A three-day minimal notice shall be required for four-tens to the respective involved Unions.
- C. On a 5-day work week, Saturday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. On a 4-day work week, Friday may be used as a make-up day at straight time to fulfill the 40-hour work week. Make-up days shall be scheduled for a minimum of 8 hours, except in the case of inclement weather in which Section 12.5 shall apply. This minimum shall also apply when more than one shift or multiple shifts are worked.
- D. The changing of the regular starting time, except in the case of overtime and the switch from a 5- day and 4-day work weeks shall be a 4-week minimum.

SECTION 12.2 OVERTIME

Overtime pay for hours outside of the standard work week and workday, defined in Section 12.1, and all work on Saturdays shall be paid at time and one half the hourly rate and benefits will be paid on straight time. All work on Sundays shall be paid at two times the hourly rate and benefits will be paid at straight time. For clarity, Saturday makeup shall be at straight time up to 40 hours. Overtime shall remain the contractor's responsibility and shall not be reimbursed as a change order.

SECTION 12.3 SHIFTS

- A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. Shifts must have prior approval of the Owner and Architect/Engineer and must be scheduled with not less than three work days' notice to the Local Union.

B. Second and/or Third Shifts - Saturday and/or Sunday Work.

The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m. Shift differentials shall be straight time plus fifty percent (50%) of the applicable Schedule A agreement shift differential. No other premium or payments for such work shall be required unless such work is in excess of 40 hours during the week. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24-hour day and only actual hours worked will be paid. Work performed on Saturdays or Sundays shall be paid as provided in the applicable Schedule A agreement. Benefits for shift work shall be at straight time.

C. To clarify above, Schedule A Shift Differential designated percentage rates vary according to each trade's prevailing Collective Bargaining Agreement. Shift work as part of this Project Labor Agreement is 50% of the designated percentage of the shift percentages of each trade, for example if a trade's shift differential is 15% it would be 7.5%.

SECTION 12.4 HOLIDAYS

A. Schedule - There shall be seven (7) recognized holidays:

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date, except that holidays which occur on Sunday shall be observed on the following Monday and holidays which occur on a Saturday shall be observed on the previous Friday.

B. Payment - Regular holiday pay, if any, for work performed on a recognized holiday shall be in accordance with the applicable Schedule A agreement. There will be no benefits paid on holidays unless worked.

C. Exclusivity -No holidays other than those listed in Section 12.4 shall be recognized or observed in relation to holiday pay and benefits.

SECTION 12.5 REPORTING PAY

A. When on a five-day work week, employees who report to the work location

pursuant to a regular schedule and who are not provided with work for whatever reason, shall receive two (2) hours reporting pay, four (4) hours if work starts and (8) hours pay if work occurs after the 4th hour except in the case of inclement weather in which hours worked after the four hours shall be paid and when on a four-day work week with a 10-hour day, (3), (5) and (10) shall apply as per the same terms above.

- B. When an employee who has completed his or her scheduled shift and has left the Project site is "called out" to perform special work of a casual, incidental, or irregular nature, the employee shall receive pay for actual hours worked at applicable straight time or overtime rates in accordance with this Agreement, but no less than a minimum guarantee of four (4) hours.
- C. When an employee leaves the job or work location of their own volition, is discharged for cause, or is not working as a result of the Contractor's invocation of Section 12.8 below, he or she shall be paid only for the actual time worked.
- D. There shall be no pay for time not actually worked except as specifically set forth in this Article 12 and where an applicable Schedule A agreement applies to Forepersons, Stewards and Lead Engineer in reference to pay.

SECTION 12.6 PAYMENT OF WAGES

- A. Payday: Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 3 :00 p.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than one week's wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages. Direct deposit is allowable, except employer acknowledges the right of employees to opt out of direct deposit.
- B. Termination: Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of layoff or discharge.

SECTION 12.7 INJURY/DISABILITY

An employee who, after commencing Project Work, suffers a work-related injury or disability while performing Project Work duties, shall receive no less than eight (8) hours wages for that day. Further, the employee shall be rehired at such time as the employee is able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

SECTION 12.8 EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees shall be paid for actual time worked; provided however, that when a Contractor requests that employees remain at the job site available for Project Work, employees shall be paid for "standby" time at their hourly rate of pay.

Notwithstanding any other provision of this Agreement, the Owner shall retain the unrestricted right, in its reasonable discretion, to direct the immediate suspension, modification, relocation, resequencing, limitation or cessation of Project Work when reasonably necessary to protect life, health, safety, property, emergency operations, public safety, or the continued operation of the Fire District. No such Owner-directed action shall constitute a breach of this Agreement or a violation of the labor-harmony provisions. The Contractor's rights, if any, arising from such direction shall be determined solely under the Project Contract Documents. Nothing herein shall permit any Contractor, Union or employee to interfere with or delay the Owner's emergency operations.

ARTICLE 13 - APPRENTICESHIP & HELMETS TO HARDHATS

SECTION 13.1 APPRENTICE RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women, and economically-disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such Project Work as is within their capabilities and that is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A agreement in a ratio of not less than twenty-five percent (25%) of the work force by craft (without regard to whether a lesser ratio is set forth in the applicable Schedule A agreement), unless the applicable Schedule A agreement provides for a higher percentage. The first person assigned to the job shall be a Journeyman. The second person assigned may be an apprentice. Subsequent assignments shall be Journeymen until the applicable ratio is achieved. This assignment shall be repeated until staffing needs are satisfied. Apprentices and such other classifications as are appropriate will be employed in a manner consistent with the provisions of the applicable Schedule A agreement.

SECTION 13.2 NYS DEPARTMENT OF LABOR· APPRENTICESHIP

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs that result in the placement of apprentices on this Project.

SECTION 13.3 NEW YORK HELMETS TO HARDHATS

The Contractors and the Unions desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the "Center") and the Center's "New York Helmets to Hardhats" program as a resource for preliminary orientation and assessment of construction aptitude; referral to apprenticeship programs or hiring halls; counseling and mentoring; and support networks, employment opportunities, and other needs as identified by the parties.

The Unions and the Contractors agree to work with the Center to create and maintain an integrated database of veterans interested in working on the Project as well as information about apprenticeship and employment opportunities related to this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

SECTION 13.4 PARTICIPATION GOALS (MBE, WBE, SDVOB, LABOR SURPLUS AREA)

- A. The City, Contractors, the Hudson Valley Building and Construction Trades Council and its affiliated Unions are committed to meeting federal and New York State Participation Goals, if any are applicable to the Project, and shall be in alignment with the current goals or standards set for by federal or New York State requirements for Minority Business Enterprises (MBE), Woman Owned Business Enterprise (WBE), Service-Disabled Veteran Owned Business (SDVOB), and federal Labor Surplus Area requirements, to ensure participation on the project by MBE, WBE and SDVOB firms while maintaining fiscal responsibility.
- B. Outreach by the EFD, Contractors, Hudson Valley Building and Construction Trades and affiliated Unions and contractor associations to ensure participation goals of NYS Certified MBE, WBE and SDVOB firms are met will be required through the project.

ARTICLE 14 - NO DISCRIMINATION

SECTION 14.1 COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, Union or non-Union status, real or perceived sexual orientation or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project. Nothing in this section shall be grievable.

SECTION 14.2 LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including all genders.

ARTICLE 15- GENERAL TERMS SECTION

SECTION 15.1 PROJECT RULES

- A. All rules shall be the responsibility of the General Contractor without exception. If requested owner will provide direction on coordination with adjacent property owners if requested. These rules shall be outlined at the pre-job conference with the Council, detailed in the contract documents, posted at the Project site, and may be amended thereafter as necessary.
- B. Security Protocols - The Owner, in its sole discretion, will determine security protocols for the entire Project Site. Strict compliance by all Contractors and subcontractors of all tiers and their respective personnel with security procedures, protocols, and directives issued by the General Contractor is required at all times.

SECTION 15.2 TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the Project Work performed. Employees using these tools shall perform any of the Project Work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of Project Work within the employee's jurisdiction.

SECTION 15.3 SUPERVISION

Employees or other personnel shall work under the supervision of the craft foreperson or general foreperson for the applicable hiring or subcontracting Contractor.

SECTION 15.4 FULL WORKDAY

- A. Employees shall be at their Project Work area at the starting time established by the Contractor.
- B. The signatories to this Agreement reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 16.1 SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and New York State mandated safety requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their Project Work at all times in a safe manner and protect themselves and the property of the Contractor from injury or harm. Failure to do so may be grounds for discipline, including discharge. Prevention of accidents at the site is the responsibility of the Contractors, its employees, subcontractors and suppliers, persons, and entities at the Project Site. The Contractors shall establish their own safety programs implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The General Contractor and their sub-contractors shall be Solely responsible for maintaining safety provisions without exception.

SECTION 16.2 CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the General Contractor. Such rules will be referenced in the Project Contract Documents and may be distributed to Contractors for further distribution to personnel and/or posted in conspicuous places throughout the Project.

SECTION 16.3 INSPECTIONS

The Contractors, Owner, and Architect/Engineer shall have the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind. The Contractors shall include a provision granting such right to inspect to the Owner and the Architect/Engineer in all agreements with subcontractors and other third parties performing Project Work.

ARTICLE 17 - TEMPORARY SERVICES

Temporary light, power, cooling, ventilation and other services shall only be required on the specific request of a Contractor and when requested shall be assigned in accordance with the Contract Documents. Temporary coverage may be provided by the supplying Contractor's employees already working under this Agreement during regular work hours. The supplying Contractor will determine the need for temporary coverage requirements during non-work hours. For safety reasons, temporary light and power panels will only be accessed by employees of the Contractor responsible for supplying the temporary light and power panels. Coverage requirements shall not require a standby employee who is not performing Project Work. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved pursuant to Article 10.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 18.1 THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 18.2 NON-WAIVER

Nothing in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 19.1 CHANGES TO AREA CONTRACTS

Each Schedule A agreement incorporated by reference into this Agreement by Schedule A shall continue in full force and effect until the Contractor and/or Union parties to the area collective bargaining agreements which are the basis for the applicable Schedule A agreement, notify the Owner and Architect/Engineer in writing of the agreed upon changes in the Schedule A agreement which is applicable to the Project, and their effective dates. Such changes shall only be effective to the extent consistent with this Agreement. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of area collective bargaining agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of area local collective bargaining agreements, nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - PROJECT SPECIFIC

SECTION 20.1 HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES LABOR MANAGEMENT ALLIANCE

If not prohibited by law and there are no direct or additional costs to the parties to this Agreement, the parties agree to participate in the Hudson Valley Building and Construction Trades Labor Management Alliance.

SECTION 20.2 CLEAN UP

A clean work site results in a safe and more productive and safe job site. All cleanup during construction shall be performed by the trades having jurisdiction for cleanup. The General Contractor will ensure a clean and safe workplace. The Owner or general contractor may back charge Contractors accordingly if clean up becomes unsatisfactory.

Once construction is complete and a building, section or floor is turned over to a professional cleaning company for final cleaning, including but not limited to, windows and floor prep, up to 33.3% of the Employees may be a direct employee of the cleaning company. Those direct employees shall be exempt from this Agreement.

SECTION 20.3 FURNITURE, FIXTURES AND EQUIPMENT (FFE)

Project Work related to furniture, fixtures and equipment that is free standing and requires no onsite assembly and is not fastened, mounted or anchored to any part of the building structure by glue, screws, nails, mechanical fastener or by other means is excluded from this Agreement. Accordingly, for the avoidance of doubt, all unloading, handling, assembly, installation and cleanup of all furniture, fixtures and equipment which requires fastening, mounting or anchoring to any part of the building structure by glue, nails, screws, mechanical fasteners or by other means, or requires any onsite assembly, shall be included Project Work under this Agreement.

SECTION 20.4 OWNER VENDORS

After substantial completion owner vendors involved in the installation of surveillance, special systems (IT), and fire department specialty equipment such as but not limited to gear wash, SCBAs shall be exempt from this agreement and may be performed by vendor directly or member of the Fire Department.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed

*******SIGNATURE PAGES FOLLOW*******

ATTACHMENTS:

SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENT

SCHEDULE B – LETTER OF ASSENT

SCHEDULE C – ADMINISTRATION OF AGREEMENT; DESIGNEE

SCHEDULE D – NATIONAL PLAN

SCHEDULE E – PROPOSED TRADE ASSIGNMENTS

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of September 2026.

HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL

BY:

NAME: L. Todd Diorio

TITLE: President

DATE:

ELLENVILLE FIRE DEPARTMENT

BY:

NAME: Dean Burburan

TITLE: Commissioner Chairman

Date:

GENERAL CONTRACTOR (UPON AWARD)

CONTRACTOR: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CELL: _____

EMAIL: _____

SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRONSHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO

AGREEMENT by and between THE CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, BUILDING CONTRACTORS ASSOCIATION, AND THE MASON AND CONCRETE CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY and THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 NEW YORK

AGREEMENT between THE ASSOCIATIONS and the NORTH ATLANTIC STATE REGIONAL CONCIL OF CARPENTERS LOCAL UNION 279

AGREEMENT by and between the HUDSON VALLEY CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION 363, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

MEMORANDUM OF AGREEMENT by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION and DISTRICT COUNCIL NO. 9 GLAXIERS LOCAL UNION #1087

AGREEMENT OF WORKING CONDITIONS between INDUSTRIAL INSULATION CONTRACTORS OF SOUTHERN NEW YORK and THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL #91

AGREEMENT between FABRICATORS, ERECTORS AND REINFORCING CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC. and LOCAL UNION NO. 417 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

INDEPENDENT MILLWRIGHT AGREEMENT between NEW YORK CITY MILLWRIGHT CONTRACTORS ASSOCIATION and THE DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA and MILLWRIGHT LOCAL 740

AGREEMENT between MASTER PAINTERS and DISTRICT COUNCIL NO. 9

RESILIENT FLOOR COVERERS AGREEMENT between THE GREATER NEW YORK FLOOR COVERERS ASSOCIATION, INC. and THE DISTRICT COUNCIL OF NEW YORK AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

AGREEMENT between UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL UNION NO. 8 and ROOFING & WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK AND VICINITY

COMMERCIAL AGREEMENT between LOCAL UNION NO. 38 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) and SHEET METAL AND ROOFING CONTRACTORS' ASSOCIATION OF SOUTHEASTERN NEW YORK

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669

AGREEMENT HEAVY & HIGHWAY between TEAMSTERS UNION LOCAL 445, IBT, AFL-CIO and INDIVIDUAL EMPLOYERS

LOCAL UNION NO. 7 TILE, MARBLE, AND TERRAZZO, AFL-CIO OF NEW YORK AND NEW JERSEY AGREEMENT between the MARBLE INDUSTRY OF NEW YORK, INC. and THE MARBLE POLISHERS AND MAINTENANCE FINISHERS, LOCAL NO. 7 of the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN

AGREEMENT HEAVY & HIGHWAY between TEAMSTERS UNION LOCAL 445, IBT, AFL-CIO and INDIVIDUAL EMPLOYERS

AGREEMENT between THE GREATER NEW YORK AND NEW JERSEY TILE CONTRACTORS ASSOCIATION, INC. and THE TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY, LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS

AGREEMENT between the MOSAIC, TERRAZZO AND CHEMICAL PRODUCT DECORATIVE FINISHER MASONS WORKERS ASSOCIATION LOCAL NO. 7 OF NEW YORK NEW JERSEY & VICINITY INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS and MARBLE TERRAZZO AND SPECIALTY CONTRACTORS ASSOCIATION, INC.

BUILDING AGREEMENT between LABORERS' LOCAL UNION NO. 17 and CONSTRUCTION CONTRACTORS ASSOCIATION of the HUDSON VALLEY, INC.

HEAVY, HIGHWAY & SITE AGREEMENT between LABORERS' LOCAL UNION NO. 17, AGC OF AMERICA and CONSTRUCTION INDUSTRY COUNCIL

AGREEMENT between THE HUDSON VALLEY MECHANICAL CONTRACTORS ASSOCIATION, INC., AND PLUMBERS, STEAMFITTERS AND APPRENTICES LOCAL UNION 373 AFFILIATED WITH THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, A.F.L.-C.I.O.

AGREEMENT between INTERNATIONAL UNION OF NORTH AMERICA OPERATING ENGINEERS LOCAL UNION NO. 825 INDEPENDENT AGREEMENT

SCHEDULE A COLLECTIVE BARGAINING AGREEMENT can be viewed by visiting the Hudson Valley Building and Construction Trades Council website: builditunion.org

Username: hudsonvalley
Password: buildingtrades

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY SCHEDULE A AGREEMENTS WITH THE RESPECTIVE UNIONS SIGNATORY TO THIS PROJECT LABOR AGREEMENT.

For questions about this Agreement or Schedule A contact:

Todd Diorio (845) 565-2737 or email tdiorio555@aol.com
President, HVBCTC

SCHEDULE B - LETTER OF ASSENT

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement (the "PLA" or the "Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as

Construction Related: ELLENVILLE FIRE DISTRICT

Project Initial _____

(hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) The Contractor agrees to be bound by the Project Labor Agreement and the Schedules, Addenda and Exhibits specifically identified and incorporated into the Agreement as of the effective date of the Agreement. No subsequent amendment, supplement, modification or addition shall bind the Contractor or affect the Project unless expressly approved in writing by the Owner and incorporated into the Agreement.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Letter of Assent but only to the extent of the work covered by the PLA.
- (3) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (4) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Letter of Assent identical to this document.
- (5) Understands as per the PLA that they shall not be required to sign local Collective Bargaining Agreements.

Name of Contractor

Authorized Officer & Title

Address

Phone/Fax

Worker's Comp Carrier and Policy #

General Liability Carrier and Policy #

Signature

Date

Sworn to before me this _____ day of _____, 2025

Notary Public

SCHEDULE C – ADMINISTRATION OF AGREEMENT; DESIGNEE

Name of Project: _____

The Owner shall name a Designee to administer this Agreement. The Designee shall be notified in the event any jurisdictional issue, grievance, or other matter concerning this PLA arises, and such Designee shall actively take part in the resolution of the issue. Any signatory Union may request the Designee's assistance in rectifying an issue.

The Owner shall designate a representative for administration of this Agreement. The Owner's Designee shall receive notice of grievances, jurisdictional disputes and other matters concerning this Agreement and may participate to the extent the Owner determines necessary to protect its interests. The Owner's participation shall not constitute an assumption of responsibility for resolving disputes between Contractors, Subcontractors, employees, Unions or benefit funds, nor shall such participation make the Owner a party to any employment or collective bargaining dispute unless expressly agreed to in writing.

The Designee's contact information is as follows:

_____ (Office Phone)

_____ (Cell Phone)

_____ (Email)

_____ (Signature)

_____ (Print)

Owner

SCHEDULE D – NATIONAL PLAN

A copy of National Plan for the Settlement of Jurisdictional Disputes can be viewed by visiting the Hudson Valley Building and Construction Trades website: builditunion.org

Username: hudsonvalley

Password: buildingtrades

SCHEDULE E – PROPOSED TRADE ASSIGNMENTS

CONTRACTOR: _____

ADDRESS: _____

CONTACT: _____

WORK SCOPE / DIVISION: _____

BRIEF DESCRIPTION OF WORK: _____

TRADES TO BE USED AND WORK SCOPE ASSIGNMENTS:

SUBMITTED BY: _____

SIGNATURE

NAME

AIA[®] Document A310[™] – 2010

Bid Bond

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

CONTRACTOR:*(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***BOND AMOUNT: \$** **PROJECT:***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of , *(Witness)**(Witness)*
(Contractor as Principal)
(Title)
(Surety)
*(Title)**(Seal)**(Seal)*

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)



Amount: \$

Modifications to this Bond:



(Any additional signatures appear on the last page of this Payment Bond.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

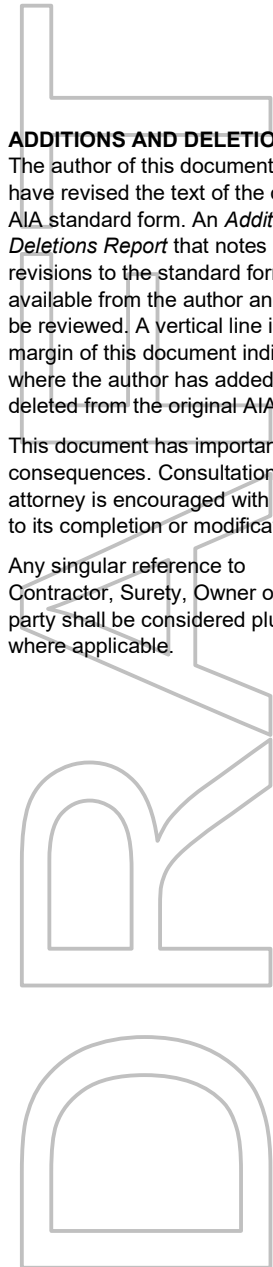
(Architect, Engineer or other party:)

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under

the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

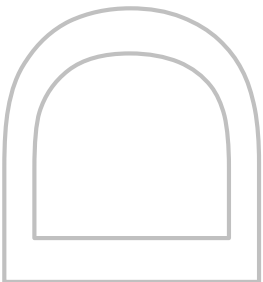
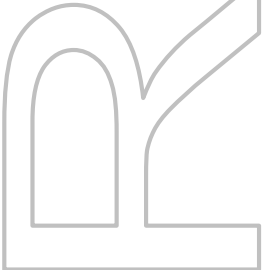
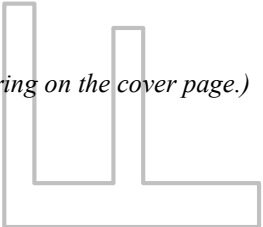
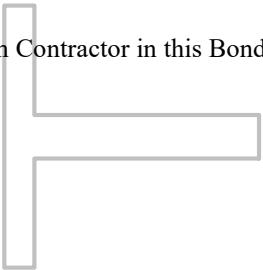
§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:



(Any additional signatures appear on the last page of this Payment Bond)

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)



AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)



SURETY:

(Name, legal status and principal place of business)



OWNER:

(Name, legal status and address)



CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)



BOND

Date:

(Not earlier than Construction Contract Date)



Amount: \$

Modifications to this Bond:



(Any additional signatures appear on the last page of this Performance Bond.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:



OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

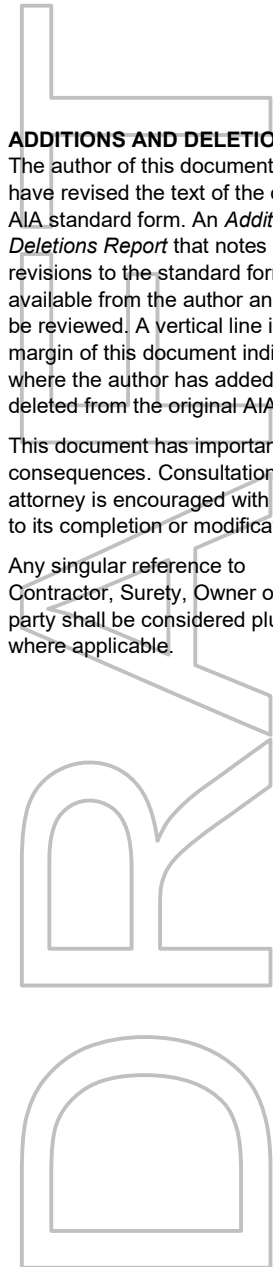


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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Any additional signatures appear on the last page of this Performance Bond)

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)



**BID FORM
SPECIFICATION NO. 2501
NEW FIREHOUSE FACILITY
ELLENVILLE FIRE DISTRICT
203 S. MAIN STREET NYS RT. 209
ELLENVILLE, 12428**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

The bidder mentioned above being duly sworn deposes and says:

- First: That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
- Second: That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- Third: That no member of the Board of Fire Commissioners of the Ellenville Fire District, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth: That said bidder has carefully examined the drawings, Instruction to Bidders, schedules, specifications and scope of work, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods wares, merchandise, services, or labor for which this bid is made.
- Fifth: That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes. However, successful bidder will be required prior to award of contract to provide certification that they, affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the contractors, affiliates, subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made. Submit completed form ST-220.

Sixth: The undersigned further declares that he has received and examined the following addenda (if any):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE
PROPOSAL FORM MUST BE DULY EXECUTED.

Seventh: The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of all work associated with his bid in strict accordance with the contract documents.

Eighth: The undersigned further agrees that the Board of Fire Commissioners hereby reserves the right to accept or reject any item set forth individually as add alternates indicated as part of each bid. The Owner may determine the lowest bid by adding to or deducting from those base bid(s), additive or deduct alternates, or substitutions, if any, which the Owner elects to accept after the opening of bids.

Ninth: BID SECURITY
Each bidder shall deposit with his bid a bid bond, in the amount of not less than five percent (5%) of the Base bid AND agrees such surety shall be a measure of liquidated damages should the bidder be default in entering into a contract within forty-five (45) days of the bid opening.

Tenth: COMPLETION
It is intended that the work under this contract be completed substantially within the time frame included as part of the project schedule as included in the Supplemental Conditions.

Eleventh: NON-COLLUSIVE BIDDING CERTIFICATION
General Municipal Law, Section 103-d

A. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and if this is a joint bid each party hereto certifies as to its own organization, under penalty of perjury that to the best of the bidder's knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting completion.
- B. A bid shall not be considered for award nor shall award be made where A-1, 2, and 3 above have not been complied with provided, however, that if in any case the bidder shall so state and shall furnish with a bid a signed statement which sets forth in detail the reasons therefore, where A-1, 2, and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completion.
- The fact that the bidder: (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure within the meaning of Paragraph A above.
- C. If the bidder is a corporation, the corporation shall be deemed to have been authorized by the Board of Directors of the bidder to make the above certification and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation, provided by General Municipal Law Section 103 d (2).
- Twelfth: That the Bidder shall complete and include the attached bid breakdown schedule of values of their bid, including unit measures of all materials, individual prices, subcontract prices, list of subcontractors and any additional information requested to evaluate bids.
- Thirteenth: On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract within forty-five (45) days of date of bid, and to comply in all respects with the provisions set forth in the Instructions for Bidders” and “General Conditions of Contract” in relation to the faithful performance of the terms of said contract.
- Fourteenth: That the bid amount and schedule of values submitted with the bid will be held without increase in amount for a period of ninety (90) days following the date of the bid opening without exception at which time the project

construction duration schedule shall commence.

Fifteenth: That by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one g of the labor law

Sixteenth: That unit prices shall be included as a condition of the contract for changes during construction as included by each bidder in their schedule of values, Unit Prices” as attached to this bid form.

seventeenth: That the amount of the bid and alternates are as follows:

The following are the minimum items to be submitted with the bid:

- ✓ Completed bid form.
- ✓ Contractors’ qualification form.
- ✓ Corresponding schedule of values.
- ✓ Five percent (5%) bid bond.
- ✓ Insurance and indemnification form.

BASE BID 2501 GC: GENERAL CONSTRUCTION:

This base bid inclusive of all General Construction, mechanical, plumbing, fire sprinkler and electrical work including any and all materials, labor, installations, coordination between sub-contract trades for all work indicated in the drawings and specifications and as required for a complete installation of all work shall be in the amount of:

_____ (\$ _____)

ADD ALTERNATE NO. 1201.1 – METAL ROOF OPTION:

This add alternate for all costs associated with the installation of a standing seam metal roof system in lieu of asphalt roof shall be as follows:

Deduct cost for asphalt roof from base bid: _____
_____ (- \$ _____)

Added cost for standing seam metal roof to the base bid: _____
_____ (+ \$ _____)

TOTAL NET CHANGE AMOUNT: _____
_____ (+ \$ _____).

ADD ALTERNATE NO. 2501.2 – MEETING ROOM MOVABLE PARTITION:

This add alternate for all costs associated with the installation of the movable partition in the first-floor meeting room shall be in the following amount of:

_____ (\$ _____)

ADD ALTERNATE NO. 2501.3 – MASONRY SIGN:

This add alternate for all costs associated with the installation of a masonry sign structure base with piers to accommodate an electronic sign (sign by others) shall be in the following amount of:

_____ (\$ _____)

**DEDUCT ALTERNATE NO. 2501.4 – RADIANT SLAB INSULATION
INSTALLATION AND COORDINATION:**

This deduct alternate shall apply if the radiant slab is not accepted by the owner and shall include all costs associated with the installation of 2" rigid insulation under the apparatus and related area slabs to receive radiant heat and additional coordination with the mechanical contractor to facilitate installation shall be in the following amount of:

_____ (\$ _____)

**DEDUCT ALTERNATE NO. 2501.5 – MECHANICAL SUB CONTRACT
RADIANT GARAGE HEATING:**

This DEDUCT alternate for all costs associated with the mechanical installation of the radiant floor slabs in the apparatus bays and related equipment shall be in the following amount of:

_____ deduct (\$ _____ deduct)

**ADD ALTERNATE NO. 2501.6 – MECHANICAL SUB CONTRACT LP GAS
FIRED HEATERS:**

This add alternate for all costs associated with the per unit installation of gas fired Modine heaters including controls and venting through the roof/wall shall be in the following amount of:

_____ each (\$ _____ ea.)

ADD ALTERNATE NO. 2501.7 – PLUMBING SUB CONTRACT GAS PIPING:

This add alternate for all costs associated with the per unit addition of LP gas piping to six (6) unit heater locations within the apparatus bay in lieu of a single connection to the

radiant slab boiler shall be in the following amount of:

(\$ _____)

**ADD ALTERNATE NO. 2501.8 – ELECTRICAL SUB CONTRACT UNIT
HEATER WIRING:**

This add alternate for all costs associated with the per unit addition of line voltage wiring in conduit to six (6) unit heater locations within the apparatus bay in lieu of a single circuit to the radiant slab boiler shall be in the following amount of:

(\$ _____)

**ADD ALTERNATE NO. 2501.9 – ELECTRICAL SUB CONTRACT UNIT
LIGHTENING PROTECTION SYSTEM:**

This add alternate for all costs associated with the installation of a complete building lightning protection system shall be in the following amount of:

(\$ _____)

UNIT PRICES: Unit prices, which are not included in the base bid, shall be included in the bid breakdown schedule of values which is required to be provided as part of this bid.

BIDDER AUTHORIZATION:

Corporate or Company Name: _____

By: _____
Name & Title

Signature: _____ Date: _____

State of _____
County of _____

Sworn before me this ____ day of _____, 2020

Notary Public – State of _____

(To be completed by Notary Public duly authorized in jurisdiction where executed)

For Corporate Bidders:

Corporate bidders must attach Corporate Resolution authorizing execution of bid by agent executing this bid form

All bidders shall complete and submit the following schedule of values including the total bid amount, add alternates and unit prices.

BID 250; GENERAL CONSTRUCTION SCHEDULE OF VALUES

The following schedule of values shall be submitted with the General Construction bid in dollars. This amount will be reflected on the successful contractor's payment request form AIA G107 for approval of monthly payments during the project

ITEM	AMOUNT
GENERAL CONDITIONS	
Insurance, twenty (20) months from notice to proceed	
Performance and material and payment bonds	
Offsite general conditions including administration costs, twenty (20) months from notice to proceed	
On site general conditions including temporary facilities, twenty (20) months from notice to proceed	
As built drawings, warranties and punch list	
SITework	
Site preparation including SWPPP, temporary fencing and controls.	
Phase 1 sitework parking grading & drainage	
Phase 1 sitework base asphalt (see concrete for curbing)	
Phase 3, 4 & 5 sitework parking grading & drainage	
Phase 3, 4 & 5 sitework base asphalt (see concrete for curbing & aprons)	
NYSDOT roadwork (excluding preemption)	
Finish grading & landscaping	
Finish paving & striping	
CONCRETE	
Building excavation & controlled backfill	
Building concrete foundation	
First floor slabs on grade	
Second floor & mechanical attic slabs	
Concrete curbing	
Concrete aprons	
MASONRY	
Concrete masonry units including loose lintels for building walls	
Exterior stone veneer system	
Exterior brick veneer system	
STRUCTURAL STEEL	
Structural rolled steel & deck	
Cold formed metal framing (roof & mezzanines)	
Roof trusses	
Misc. metals including stairs & railing systems	
CARPENTRY	
Exterior Armorwall sheathing	
Rough carpentry including sheathing, decking, & blocking	
Interior metal framing, soffits, etc.	
Interior casework	
Exterior trim work	
THERMAL & MOISTURE PROTECTION	
Spray insulation	

Base bid shingle roofing	
Aluminum gutter and downspout systems	
Double ply flat roofing system	
Caulking & sealants	
DOORS & WINDOWS	
Metal doors & frames and hardware	
Nanawall & storefront systems	
Upward acting sectional doors and roll up grills	
Vinyl clad windows & trim	
FINISHES	
Gypsum board systems	
Ceramic tile	
Epoxy flooring system	
Misc. flooring (carpet, resilient, epoxy paint, etc.)	
Suspended ceilings	
Painting	
SPECIALTIES	
Toilet compartments	
Toilet accessories	
Gear grid lockers (new)	
Gear grid lockers (existing reinstalled)	
Louvers & vents	
Miscellaneous including access panels, FE cabinets, etc.	
EQUIPMENT	
Projection screen	
Kitchen Equipment	
Walk in cooler	
CONVEYING SYSTEMS	
Schindler traction elevator	
MECHANICAL WORK	
Air handlers, heat pumps, condensers and related equipment	
Ductwork	
Controls	
Apparatus and related radiant slab installation	
Kitchen exhaust hood and make up air	
PLUMBING WORK	
Water service including RPZ & double check valves	
Underground waste piping	
Above ground waste piping & venting	
Hot & cold water piping	
Piping insulation and tagging	
Hot water heaters	
Gas piping	
Compressor & air piping	
FIRE SPRINKLER WORK	
Sprinkler piping	
Sprinkler devices (flow valves, tamper switches, etc.)	

ELECTRICAL WORK	
Air handlers, heat pumps, condensers and related equipment	
Ductwork	
Controls	
Apparatus and related radiant slab installation	
Kitchen exhaust hood and make up air	
ALLOWANCES INCLUDED IN BID	
Temporary heat	50,000.00
Testing	25,000.00
Contingency allowance	125,000.00
TOTAL BASE BID INCLUDING ALL OF THE ABOVE	
ADD ALTERNATES	
2501.1 Metal roof system in lieu of asphalt shingles	
2501.2 Moving partition system	
2501.3 Insulation for radiant slab system	
2501.4 Deduct alternate to omit radiant slab	
2501.5 Additional LP gas fired unit heaters (each)	
2501.6 Gas piping for five (5) unit heaters in lieu of radiant slab boiler	
2501.7 Deduct alternate to omit radiant slab circuits and wiring	
2501.8 Additional electric for circuit for LP gas fired unit heaters (each)	
2501.9 Lightening Protection System	
UNIT PRICES	
Per workday on site general conditions if extended beyond twenty 20 months schedule duration	
Per workday man lifts if required beyond project duration or if required as part of requested change order work.	
Per foot re-routing of existing on site 12" HDPE drainage piping	
Per foot re-routing of existing on site 12" CRP drainage piping	
Additional clean fill import per cubic yard	
Removal and disposal of contaminated soils per cubic yard	
10' unit 1" fire sprinkler piping installed	
10' unit 2" fire sprinkler piping installed	
1" fire sprinkler tee installed (per unit)	
1" fire sprinkler elbow installed (per unit)	
2" fire sprinkler tee installed (per unit)	
2" fire sprinkler elbow installed (per unit)	
Fire Sprinkler head installed (per head)	
Electrical Per 10' unit of 16/2 wire in EMT	
Electrical Per 2' x 2' LED lay in light fixture	
Electrical Per 2' x 4' LED lay in light fixture	
Electrical Per 1' x 4' LED surface light fixture	
Electrical Per 20-amp breaker	
Electrical Per location smoke/carbon monoxide detector	

**ELLENVILLE FIRE DISTRICT
CONTRACTORS QUALIFICATION SUMMARY
(THIS COMPLETED FORM SHALL BE SUBMITTED WITH BID)**

NAME OF BIDDER: _____

ADDRESS: _____

PHONE NO. _____ FAX NO. _____

TYPE OF ENTITY: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

DATE OF ORGANIZATION: _____

1. Name of principals:

2. We normally perform _____% of the work with our own forces. For subcontracted work, list trade and name of subcontractors:

3. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

4. Has any officer or partner of your organization ever been an officer or a partner of another organization that failed to complete a construction contract? If so, state circumstances:

QUALIFICATION SUMMARY (CONT.)

5. List the construction experiences of the principal individuals of your organization:

7. Name of Bonding Company and name and address of agent:

8. Project References:

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The Ellenville Fire District and their representatives reserve the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

A. Three (3) Architect References (Include Name of Architect, Project and Phone No.):

1. _____

2. _____

3. _____

B. Three (3) Owner, Fire District or Municipal Project References (Include Name of owner representative, Project and Phone No.):

1. _____

2. _____

3. _____

Indemnification and Hold Harmless and Insurance Requirements
For the Ellenville Fire District Firehouse Construction Contract

For the Following Project:

**Proposed Firehouse for
Ellenville Fire District
203 S. Main Street, NYS Rt. 209
Ellenville, NY 12428**

The Owner:

**Board of Fire Commissioners
Ellenville Fire District
PO Box 268
Ellenville, NY 12428**

The Architect:

**Sendlewski Architects, PC
215 Roanoke Avenue
Riverhead, New York 11901**

The Clerk of the Works:

TBD

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance in its own behalf, and furnish to the Ellenville Fire District, Architect and the Clerk of Works certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in this insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than FIVE Million (\$5,000,000.00) dollars per occurrence Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability
 - 3. Broad Form Property Damage

4. Personal and Advertising Injury Liability

5. Independent Contractors

6. Endorsements must be furnished reflecting the inclusion of the interests of Owner and naming it as an Additional Insured on a primary and noncontributing basis.

7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of New York.

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Coverage provided under the Commercial General Liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors’ liability and products liability. This policy shall name Ellenville Fire District as an additional insured.

D. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) dollars.

E. The above insurances shall each contain the following wording verbatim: “The Ellenville Fire District is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to Ellenville Fire District, PO Box 268, Ellenville, New York 12428 by certified mail – return receipt requested.”

F. The amount of insurance contained in the aforementioned insurance coverage shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

G. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the Architect which shall be subject to the Owner their councils approval of adequacy of protection and the satisfactory character of the Insurer.

H. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

I. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) dollars per occurrence and Two Million (\$2,000,000) dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

HOLDHARMLESS /INDEMNIFICATION

To the fullest extent permitted by law, by acceptance of this Contract, Contractor agrees to indemnify and hold the Ellenville Fire District, the Clerk of the Works (TBD) and Sendlewski Architects PC harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
2. is caused in whole or in part by any negligent act or omission of the Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable.

In addition, and to the fullest extent permitted by law, by acceptance of this Contract, Contractor agrees to indemnify and hold the Ellenville Fire District, Clerk of the Works (to be named) and Sendlewski Architects, PC harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense is for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the Ellenville Fire District, Clerk of the works and Sendlewski Architects PC, whether or not the Contractor is partially negligent.

Further, to the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Ellenville Fire District, Clerk of the Works and Sendlewski Architects PC, harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or in connection with the work provided that any such claim, damage, loss or expense is based upon or imposed under any obligation of the Ellenville Fire District, Clerk of the Works, and or Sendlewski Architects PC under the Labor Law.

Name of Contractor

Signature

Printed Name: _____ Title _____

Sworn to before me this _____ day

of _____, 2014

Public Notary

SPECIFICATION 2501
DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

01010.0100 GENERAL

1. This project includes the construction of a new main firehouse facility for the Ellenville Fire District to be located at 203 S. Main Street, NYS RT 209, Ellenville, New York, including site preparation, sitework, utilities, new construction, etc. including but not limited to the following:

General Scope Provisions:

1. The general contractor shall jointly review the entire set of documents, including the documents to have a full understanding of the work of other sub-contractors that may affect coordinating, scheduling and the work.
2. The general contractor shall be responsible for sitework including the installation of all underground utilities including excavation, conduit, piping, wiring, etc. and shall backfill trenching and excavations. Backfill at paved, apron & sidewalk areas shall be in 8" lifts fully compacted to 95%. Lawn and landscaped areas shall be backfilled in 12" lifts tamped.
3. The general contractors shall be responsible for clean up and trash including dumpsters and tipping fees. Dumpster locations shall be coordinated as the work progresses.
4. The general contractor including all of his all sub-contractors shall prepare and sign off a full site coordination plan for all underground installations prior to commencing work and shall provide an as-built record drawing upon completion of all work. Utility depths (to top) shall be as follows:
 - Water lines 60" below grade with blue caution tape at 48".
 - Power (line voltage) lines in conduit 30" below grade with red caution tape at 18" below grade.
 - Gas lines at 24" below grade with yellow caution tape at 18" below grade.
 - Sanitary lines at 24" (minimum) below grade. Provide additional sleeve to 10'-0" in each direction where lines cross over water lines. No caution tape required.
 - Communications (low voltage) 20" below grade with green caution tape at 12" below grade.
 - Contractors shall lay out all utility locations and shall maintain minimum clearances between other underground utilities and structures and shall coordinate any and all required inspections prior to backfilling.
5. Within fourteen (14) Calander days the general contractor shall prepare and issue to a critical path comprehensive schedule for all work. Within seven (7) additional calendar days all sub-contractors shall insert their duration schedules and return the schedule to the general contractor. Within the following seven (7) calendar days, the general contractor shall complete preparation of the comprehensive schedule to be maintained throughout the project. The schedule shall be updated as required

throughout the project by the general contractor. All revisions to the project schedule shall be approved by the architect and shall be at no additional cost to the owner with the exception of change orders for work that requires additional time.

6. The project schedule shall include twenty-eight (28) workdays of delay time for weather and other unavoidable delays. Written requests for adjustments in the schedule that incorporate delay days shall be subject to approval by the architect.
7. All change orders shall include the cost of the labor and material that is required to carry out the change with five percent (5%) overhead which includes additional general conditions, five percent (5%) profit and three percent (3%) bond and insurance added. All change order requests must identify all additional time extensions requests that will be required because of the proposed change relative to the critical path of the project schedule.
8. All change orders and product substitutions must include a list that identifies any items that affect the work of other sub-contractors. Said list of items must be agreed to by affected trades, including additional work to be paid for directly by the contractor responsible for the change or substitution.
9. The contractor shall submit all long lead items for approval in a timely fashion upon receipt of their signed contract. Within fourteen (14) calendar days of award of contract, the contractor shall provide a list of submittals and target submittal schedule.
10. All communications between all parties that facilitate coordination, scheduling, changes in the work, etc. shall be in writing and/or recorded in the project minutes to be considered valid and binding as to their content.
11. The contractor must have a project superintendent assigned to the project who will be on site to coordinate and oversee operation during construction. The superintendent shall attend all project job meetings as weekly site safety reviews.
12. Each contractor shall provide certificates of insurance, licenses, etc.
13. It shall be the responsibility of the general contractor to schedule, coordinate and have carried out all inspections that are required to be completed by any and all authorities having jurisdiction over the project for all work including inspections required for sub-contractors and shall provide all documentation and approvals to the owner as required for receipt of the final certificate of occupancy for the facility.
14. All work shall be bid to include the Project Labor Agreement rates and requirements that are included in the bid document.

General Construction Scope:

1. The project site shall be fully prepared for construction prior to commencing work including but not limited to; perimeter fencing with two (2) construction gates with 50' gravel tire cleaning driveway, SWPPP storm water protection, signage including posting of all jobsite OSHA and safety requirements, trailer and portable toilet facilities and on site security camera with remote internet access provided to owner, construction administrator and architect.
2. Clearing, grading, stockpiling, backfill and finish grading as required for site development and new construction Completion of all site development. Provide protection and stabilization of all stockpiled materials per SWPPP requirements.

3. As per the bid documents drawing ECS-1, it is anticipated that based on the amount of fill removal and replacement with suitable material, that the work will be required to be completed in phases which shall be included in the bid.
4. Include a contingency in the base bid in the amount of fifty thousand dollars (\$50,000.00) to be used when authorized for changes and or additions to the work in lieu of a change order. The amount of mark-ups indicated in the general provisions shall apply with the exception of added bonds and insurance.
5. Include an allowance of twenty-five thousand dollars (\$25,000.00) for special inspections during construction. The firm to be utilized for inspections during construction shall be approved by the architect.
6. Include an allowance of fifteen thousand dollars (\$15,000.00) for winter conditions including snow removal as required for work to proceed, warming blankets, tarps, temporary heat for your own work, etc.
7. This contract shall include assisting the owner in obtaining the required building permit for construction including providing all insurance certificates and any licensing required to complete the work included in their contract as a condition of the bid.
8. The scope of work to be completed and turned over to the owner includes the complete construction of the proposed Type 2B, structure including all sitework, concrete, masonry, steel, carpentry, roofing & siding, thermal and moisture protection, doors & windows, finishes (excluding epoxy floor system), specialties, equipment (excluding kitchen equipment) and elevator.

Mechanical Sub-Contract Scope:

1. This contract shall include preparation and submission of drawings and applications and filing for and obtaining permits required for the new kitchen hood and ansul systems including coordination with owner as required for signature. Permit fee if any shall be paid by owner.
2. Coordination including scheduling with all other trades.
3. All heating and cooling systems including equipment and controls associated with the new building.
4. Coordinating any and all inspections from governing agencies as required for receipt of the final Certificate of Occupancy for the facility.
5. Supplying and installing all mechanical systems and equipment in their entirety. Refer to drawings and specifications for complete scope of work.

Plumbing Sub-Contract Scope:

1. This contract shall include preparation and submission of water and sewer service applications including all necessary documentation without exception including coordination with owner as required for signature and fees. Permit fees if any shall be paid for by the owner.
2. Coordination including scheduling with all other trades.
3. All plumbing systems including equipment, etc. associated with the new building.

4. Coordinating all inspections from governing agencies as required for receipt of the final Certificate of Occupancy for the facility.
5. Installation of all plumbing systems and equipment. Refer to drawings and specifications for complete scope of work.

Fire Sprinkler Sub-Contract Scope:

1. This contract shall include preparation and submission of all local (town, fire prevention, etc.) fire sprinkler permit applications including all necessary documentation without exception including coordination with owner as required for signature and fees. Fees for permits shall be paid by the owner. Permits include but are not limited to fire sprinkler systems and related interface with fire alarm systems.
2. Water service shall be provided by the plumbing contractor.
3. Coordination including scheduling with all other trades.
4. Installation of all fire sprinkler systems and equipment. Refer to drawings and specifications for complete scope of work.

Electrical Sub-Contract Scope:

1. Provide temporary pole with 200 amp temporary service, meter and panel. Include temporary 60-amp service to trailer. Fees for power consumption shall be paid for by the owner.
2. Provide three (3) 50 amp panels in/at building during construction with local gang boxes for contractors use.
3. Include temporary lighting throughout facility during construction until permanent lighting is functional at a minimum rate of one (1) fixture per 400 sq. ft. with a minimum of one light in each individual area regardless of size.
4. This contract shall include preparation and submission of utility service applications including all necessary documentation without exception including coordination with owner as required for signature and fees. Fees for permanent services shall be paid for by the owner.
5. Install any and all underground wiring in conduit for electric service and on site electrical work including site lighting, low voltage (cameras etc.), spare conduits and any other work required under this contract. See site plans (including construction site development plans) and special systems diagrams for identification of scope of work.
6. Coordinate with utility and provide permanent underground electrical service and conduit to designated pole location.
7. This contract shall include preparation and submission of all local (town, fire prevention, etc.) fire alarm permit applications including all necessary documentation without exception including coordination with owner as required for signature and fees. Fees for permits shall be paid by the owner. Permits include but are not limited to electrical permit for all electric work, fire alarm permit, and any and all additional permits required for the installation of any work associated with this contract.
8. Install an additional two (2) 3" conduits to designated pole location with drag strings for phone, cable, fiber optic, etc. utility use.
9. Coordination including scheduling with all other trades.

10. All electrical and related systems including equipment, etc. associated with the new building.
11. Coordinating any and all inspections from governing agencies as required for receipt of the final Certificate of Occupancy for the facility.
12. Installation of all electrical and fire alarm systems and equipment, installation of IT wiring and conduit, server racks, punch down blocks and wire trays. Refer to drawings and specifications for complete scope of work.
13. Provide and install a complete building lightening protection system as an add alternate price.

01010.0200 DRAWINGS AND SPECIFICATIONS

1. All drawings and specifications and all copies thereof shall remain the property of the architect and shall not be copied or used for any other project.
2. Each contractor shall keep one set of the most recent drawings, specifications and other contract related documentation at the project site during construction.
3. In the case of a discrepancy between information included in the documents, interpretation shall be given by the Architect. In accordance with the supplemental conditions, the item of greater value shall be included as part of the contract.

01010.0300 LAYING OUT

1. Each contractor shall lay out their own work and coordinate same through the general contractor.
2. Each contractor shall thoroughly examine the documents, shall verify all existing conditions prior to start of work and shall report any discrepancies to the Construction Clerk Administrator and Architect.
3. Each contractor shall locate and verify any and all utilities, equipment, structures etc. and to protect same against damage during construction. Any damage caused shall be repaired by the contractor causing such damage at their own cost at no additional cost to the owner without exception.
4. Each contractor shall establish all heights, datum elevations, etc. from field benchmark location. Each contractor shall employ standard surveying and field engineering as required for same and shall be liable for accuracy of his work.
5. Owners surveyor shall establish datum and will stake location of building and curbs.

01010.0400 COORDINATION

1. The general contractor and all sub-contractors shall be required to coordinate and schedule their work as required to facilitate sequencing, coordination, etc. and to notify the other contractors of conditions that will affect their work that will require coordination and/or verification. No change orders will be considered for costs incurred due to lack of proper coordination.
2. Each contractor shall review the entire set of drawings to coordinate their work with

work of other trades and to verify information that will affect their work. (i.e. reflected ceiling plan takes precedence over other drawings for locations of lighting fixtures, sprinkler heads, etc.) In general, locations indicated on architectural plans take precedence over other documents. The Architect shall provide interpretation of locations etc. when requested.

3. The contractor shall maintain one set of marked up drawings to indicate any and all deviations for as built conditions and shall turn over same to Architect upon completion of project.
4. Contractors shall provide and coordinate with other trades any and all inserts, sleeves, etc. and any additional information necessary for items to be incorporated into their work. Each contractor shall install sleeves and inserts for other trades into their work.
5. All contractors shall review and sign off coordination drawings prior to start of work in AutoCad format as follows:
 - a. Architect shall provide Autocad disk of floor plan and structural plans to general contractor to insert finish floor and ceiling elevations and pertinent structural steel elevations.
 - b. Mechanical contractor to add all ducting, equipment, piping, sleeve locations, etc. and elevations.
 - c. Plumbing contractor to add all piping, sleeve locations, etc. and elevations.
 - d. Fire sprinkler contractor to add all piping locations and elevations.
 - e. Electrical contractor to include all fixtures and verify required clearance.
 - f. Each prime contractor shall note location and elevation of sleeves blocking, supports, etc. to be provided and installed by others.
 - g. All contractors must sign documents to be maintained at the project site.

SECTION 01300 - SUBMITTALS

01300.0100 CONSTRUCTION SCHEDULES

1. The work shall be done in sections, if necessary, commencing work or discontinuing operations as coordinated by the general contractor. The work shall be executed at such time and in such a way as to cause the least inconvenience and with proper consideration for the rights of others. Each sub-contractor shall keep in touch with the entire operation via the general contractor and install his work promptly.
2. The comprehensive schedule for the Project shall be prepared by the General Contractor and shall be forwarded to all Sub-Contractors.
3. Each trade contractor shall add their work onto the comprehensive schedule and shall coordinate said schedule with other trades under the direction of the GC to finalize the schedule.
4. The general contractor shall sign the finalized schedule indicating acceptance prior to start of work. The completion date in the schedule shall be indicated to be 28 days prior to the project 18-month project timeline for substantial completion for weather and unexpected delays. The schedule will then be updated for each day accordingly.
5. Each sub-contractor shall cooperate with the general contractor in revising and monitoring the schedule and is required to promptly notify the Architect of potential changes to the schedule that would require approval for a schedule extension.
6. The schedule shall be the basis for the date of commencement of construction including established dates for all trades starting and completing work for the various portions of each contract and for completing the work for the entire Project. It shall be the duty of the general contractor and each sub-contractor to conform to the approved schedule and to arrange his work in such a manner that it will be installed within the time limits indicated.
7. The effective date of commencement of the contract and duration schedule shall be the date of official notice to proceed, which shall be a maximum of ninety (90) days after the bid date. For each additional day beyond the ninety (90) day duration that the notice to proceed is not issued, the contract amount will be increased by change order at the annual rate of three percent (3%) computed daily ($\times 0.000082191/\text{day}$).
8. The schedule will be updated as required during construction for weather delays and for additional time approved for changes in the work. Each contractor shall furnish information necessary for re-evaluating and updating the schedule including applicable information about such contractor's proposed effort to overcome any delays incurred. The final determination to approve revisions to the schedule rests with the Architect.
9. The Contractor and sub-contractors are required to take whatever steps are necessary

and to cooperate in every way possible with the other contractors to maintain the schedule and the scheduled completion date. No additional compensation will be considered for such action and cooperation.

10. Each contractor is required to consult with and fully cooperate with the other contractors regarding any changes which may be required to be made in the schedule. Any possible means of shortening the schedule, at no additional cost, shall be brought to the attention of the Architect.

11. 01300.0200 SHOP DRAWINGS AND SAMPLES

1. All submittals shall be in PDF format and submitted via drop box using files that will be set up for the general contractor and his sub-contractors for access and file sharing. Review of submissions shall be completed withing ten (10) days.
2. Submit standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the item to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls and all other pertinent information.
3. For all other shop drawings, submit PDF copies of each drawing. Each drawing shall be a clear space of approximately 4 inches by 4 inches for stamps: "date received"; "approved"; "approved as noted"; "disapproved"; "resubmit". For coordination drawings, Autocad documents shall be utilized.
4. The following critical path items MUST be submitted within forty-five (45) days of award of contract (prior to notice to proceed) for coordinated approval:
 - Concrete/rebar
 - Steel
 - Roof trusses
 - Masonry
 - Elevator
 - Windows
 - Switchgear & panels
 - Generator
 - HVAC EquipmentAll other items per trade as required for approval and delivery of items as required to maintain delivery to site and project schedule.
5. The approval of shop drawings by the Architect will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting, construction of work, furnishing of materials or other items necessary to complete the work that is not indicated on shop drawings. Shop drawing approval shall not be construed as approving departures from contract requirements. All verification of dimensions for fabrication shall remain the responsibility of the

contractor without exception. It is herewith established that all existing field dimensions and requirements for the installation of the work of all contractors have been verified and are included on the submission.

6. Submittals returned "revise & resubmit" or "rejected" shall be corrected and a new resubmitted provided until final approval is obtained.
7. Submittals shall be returned to indicate "no exception taken", "make corrections noted", "approved" and/or "approved as noted". The Contractors shall print and provide one (1) copy of all submittals that are returned "approved" or "approved as noted" to be maintained in the job trailer. All copies will be turned over to the owner upon completion of the project.
8. The Contractor shall submit to the Architect for approval samples of materials he proposes to use. Samples shall be in duplicate, of sufficient size or number to show the quality, type, range of color, finish, and texture of the material he intends to furnish under the Contract. This includes all exterior and interior finish materials.
9. Each sample shall have label bearing the name and quality of the material, the Contractor's name, date, specification number, specification section and building name. A letter from the Contractor requesting approval should accompany all such samples. Transportation charges to the office of the Architect must be prepaid on samples forwarded.
10. Samples shall be submitted in due time to permit proper consideration without delaying the Contractor's operation. Material should not be ordered until approval is received in writing. The use of any substitution materials will be permitted only as long as its quality remains equal to the approved samples and is accepted in writing by the architect.
11. The General Contractor shall provide a 4'-0" wide x 5'-8" high mock up panel of the exterior masonry systems including aa 8" solid CMU base course with a 4" x 2" solid veneer CMU (to represent the foundation detail), one 12" high base stone, 8" horizontal band, 12" masonry brick finish, 8" band, 12" smooth face stone and 8" frieze detail (1" backer x 8" high and 4" bottom trim). The mock up will be on the Armorwall sheathing installed on 8" studs and shall include all system components, flashings, etc.

01300.0300 JOB MEETINGS

1. During the course of the work, the Architect shall hold job meetings for the purpose of coordinating the work, reviewing work completed and in progress and answer Contractor's questions.
2. The meeting will be on a weekly basis during the active period of the construction on each Tuesday at 8:00 am.

3. Additional Coordination Meetings may be called as deemed necessary by the Architect.
4. The contractor and active sub-contractors (at the general contractors discretion) shall be represented at weekly meetings as detailed in the supplemental conditions and shall allow two (2) hour duration for attendance. Cell phone use is not permitted unless required for inquiries related to the meeting.

01300.0400 APPLICATIONS FOR PAYMENT

1. The schedule for submission of payment requests at job meetings shall be determined by Owner at first job meeting. Each payment request shall be for work completed monthly.
2. Submit two (2) draft copies of pencil request at the job meeting the week prior to the due date for review of the architect and owner's representative.
3. Submit four (4) copies of AIA G702 - Application and Certificate for Payment and schedule of values indicating percentages of completion of all portions of the work at the scheduled job meeting.
 - Three (3) copies shall include all partial lien releases and will be signed and distributed to the owner, architect and owner's representative.
 - One (1) copy (no attachments required) will be signed and returned to the contractor.

01300.0500 FIELD ENGINEERING

1. The General Contractor shall provide field engineering services to establish grades, lines and levels, by use of recognized engineering survey practices.
2. The General Contractor shall establish a control datum benchmark for the project. Locate and protect benchmarks, control and reference points.
3. All benchmark and elevations shall be referenced to the survey topography included in the owner's survey included in the drawings. Specific reference elevation shall be included relative to the existing sewer manhole cover (Rim 439.00'). Height from rim to sewer invert in the existing manhole shall also be verified and noted.

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Pre notice to Proceed (all)	1	2	3																				
MONTH				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Insurance & bonds (all_																							
Submittals (all)																							
Punch list (all)																							
SITEWORK																							
Site preparation																							
Phase 1 sitework																							
Phase 3, 4 & 5								3	4									5	5				
NYSDOT roadwork																							
Ggrading & landscaping																							
Finish paving & striping																							
CONCRETE																							
Building foundation																							
First floor slabs on grade																							
Slab on deck																							
MASONRY																							
CMU																							
Exterior veneer system																							
STRUCTURAL STEEL																							
Structural steel																							
Cold formed metal																							
Roof trusses																							
Misc. metals																							
CARPENTRY																							
Roof sheathing																							
Rough carpentry																							
Armorwall sheathing																							
Interior metal framing																							
Interior casework																							
Exterior trim work																							
THERMAL & MOISTURE																							
Spray insulation																							
Base bid shingle roofing																							
gutter and downspout																							
Double ply flat roofing system																							
Caulking & sealants																							
DOORS & WINDOWS																							
Metal																							
Nanawall & storefront																							
OHD																							
Vinyl clad windows & trim																							
FINISHES																							
Gypsum board systems																							
Ceramic tile																							
Epoxy flooring system																							
Misc. flooring																							
Suspended ceilings																							
Painting																							
SPECIALTIES																							
Toilet compartments																							
Toilet accessories																							
Gear grid lockers (new)																							
Louvers & vents																							
EQUIPMENT																							
Projection screen																							
Walk in cooler																							
CONVEYING SYSTEMS																							
Schindler traction elevator																							

Pre notice to Proceed (all)	1	2	3																				
MONTH				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
HVAC																							
Ductwork & piping																							
Equipment																							
Grill & trim																							
PLUMBING																							
Underground																							
Utilities				SAN			H2O			RPZ													
Roughing																							
Fixtures & equipment																							
FIRE SPRINKLER																							
Rough piping																							
Heads																							
Equipment & test																							
ELECTRIC																							
Temp service	APP			ON																			
Permanent service	APP						UG								ON								
Temp lighting & power																							
Underground																							
Equipment																							
Conduit & wire																							
fixtures																							

This schedule is not binding. It is only intended to be referenced as a guide as to the minimum tasks to be included in the schedule that is required to be prepared and maintained by the General Contractor. The General Contractor shall be responsible for the project schedule, including the schedules of all of his sub-contractors, without exception.

SECTION 01500 - TEMPORARY FACILITIES & CONTROLS
01500.0100 WORK INCLUDED

1. The General contractor and his sub-contractors shall furnish all necessary transportation, scaffolding, centering, grounds, blocking, forms, hoists, labor, tools, and mechanical appliances and all other means, materials, and supplies for properly completing their work. This shall include all necessary dewatering equipment required to keep its excavations, trenches, structures, etc., free from water at all times.
2. In addition to all other equipment, plant, etc. specified elsewhere in the Specifications, the General contractor shall require all transportation, labor, materials, tools, and appliances, and perform all operations in connection with providing the Temporary Facilities and controls as herein specified as required by law and conditions at the building and site and necessary to complete the work.

Hoisting equipment, scaffolding, shoring, etc.

Parking; All contractors shall park where directed by the general contractor. Additional off-site parking areas may be coordinated by the Owner, but is not guaranteed or included as part of this agreement..

Storage areas; The general contractor shall be maintain storage trailers on site and shall have use of the site for staging of materials delivered to the site at his own discretion.

Temporary electric lights and power; Temporary light and power shall be as follows:

- Provide temporary pole with 200 amp temporary service, meter and panel. Include temporary 60-amp service to trailer.
- Provide two (2) 100 amp panels in/at building during construction with local gang boxes for contractors use. Each trade will supply their own extension chords for usage.
- Include temporary lighting throughout facility during construction until permanent lighting is functional at a minimum rate of one (1) fixture per 400 sq. ft. with a minimum of one light in each individual area regardless of size.
- The cost of electric consumption until permanent power is on shall be paid by the owner

Temporary water supply; Provide a temporary RPZ device with a temporary 1" water service located at the northeast corner of the jobsite trailer. Submit and obtain water district approval for installation. Usage fees shall be paid by owner. Each contractor may use on site water.

Rubbish removal; The general contractor shall be responsible for removal and legal disposal of all rubbish and materials associated with the work.

Toilet facilities; Port-A-Lav services on site shall be provided and maintained by the General Contractor for use of all during construction.

Field Offices; The general Contractor shall be required to provide and maintain a jobsite trailer for the duration of the contract. When the building is available for use for meetings to be held at a designated location, the trailer may be removed. The trailer will include a central conference area with (3) 5' x 3' tables and (14) chairs, an office for owner's use with (1) 8' x 3' table, (2) chairs and (1) two drawer file cabinet, and an office furnished as determined by the general contractor for their own use. Trailer shall have internet access for use of all. A surveillance camera panning the work site shall be installed on the trailer with internet access to the camera being provided to the owner, architect and owners representative.

Temporary telephone service; The general and each sub-contractor shall provide their own phone (cell) as required for their own use. The general contractors superintendent and project managers direct cell phone numbers shall be provided to the architect, owner and clerk of works.

Temporary enclosures and guards; The general contractor shall provide temp fence around the entire site and on-site safety guards during construction and safety fencing around trenching and excavations, and any required safety equipment while carrying out the work. There will be a weekly on site OSHA safety meeting that will be required to be attended by each sub-contractor's project superintendent. The General Contractor shall assume responsibility for all safety measures, fire protection, warning lights, signs and operating procedures, and shall conform to all National Safety Standards (OSHA) and State Labor Laws and Regulations

Temporary Heating; Temporary heating shall be provided as follows:

- The general contractor shall provide temporary heat during construction for excavations (heating blankets) and exterior wall construction (tenting & heating) per an allowance included in the bid (see scope of work).
- Upon completion of the building shell (walls and roofing) the general contractor shall install temporary protection to all door and window openings (6 mil sheeting secured with 1 x2 frame as part of their base bid.
- Upon completion of building shell and temporary protection, the general contractor shall provide space heaters as required to maintain working conditions within the structure per an allowance included in the bid (see scope of work).

01500.0200 PRODUCTS AND EXECUTION

1. Hoisting Equipment, Scaffolding, Shoring, Etc.; The General Contractor and each of his sub-contractors entering upon the work, shall furnish, install, erect, maintain, protect, and upon completion dismantle and remove such temporary construction named below, both interior and exterior, during the project construction. Temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, ladders, runways, hoisting equipment shall be maintained throughout the project in accordance with all OSHA and safety requirements. The General Contractor shall remain responsible enforcing and monitoring all safety measures on site throughout construction.
2. Temporary Enclosures and Guards; The Contractor and sub-contractors shall furnish,

erect and maintain, for as long as required, all temporary partitions, closures, covering, guard rails, barricades and the like, which shall be of approved materials and construction conforming to OSHA guidelines.

3. All of the barriers and protection work shall be maintained in good condition and be removed when no longer required.
4. The Contractor shall be responsible for protecting completed work from damage during the progress of construction of their work and shall responsible for correction of damage caused as a result of their work to any completed work.

01500.0300 DISCONTINUANCE, CHANGES AND REMOVAL

1. The temporary facilities and services specified shall be discontinued as when their use is no longer required or if they impede the progress of the work. The Contractor shall thereafter provide under his Contract, at no increase on the Contract amount, any and all temporary service required by his work to replace the discontinued services.
2. Should a change in location of any temporary facilities or services specified as necessary to progress the work properly, the Contractor providing said facilities and services shall remove and relocate them without an increase in the Contract amount.
3. When no longer needed during the construction process, all temporary equipment and services shall be removed from the site by the Contractor responsible.

01500.0400 SPECIAL CONTROLS

1. Fire Prevention Control

- a. General: Take all precautions necessary and required to prevent fires.
- b. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriter's Laboratory approved containers.
- c. Provide and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity of the work when welding tools or torches of any type are in use.
- d. Volatile liquids shall not be used for cleaning agents or as fuels for motorized equipment or tools within a building except with written approval of the Architect.
- e. Tarpauling shall be securely anchored and flameproofed when attached to any wood scaffolding and when used to enclose any portion of a building.

2. Pollution Control

- a. Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or

sanitary sewer systems or into streams or waterways is prohibited. Any violation, intentional or accidental, obligates the involved contractor or contractors to clean up and remediate as necessary for restoration including violations and penalties imposed by any authority having jurisdiction.

3. Traffic Control

- a. Access: Contractors shall control routes of ingress and egress on the grounds and to the locations of the work over routes on site to be determined as site conditions require.
- b. Parking: Areas for the parking of vehicles belonging to Contractors or their employees shall be designated by the general contractor.

01500.0500 DAILY CLEAN UP OF WORK AREAS

- 1. The Contractor shall clean up the debris resulting from the work at the end of each day's work and leave work areas broom clean. Debris shall be dumped into covered containers designed to avoid spills or pollution from occurring provided by each Contractor for his own work.

SECTION 01600 - MATERIAL AND EQUIPMENT
01600.0100 STORAGE AND PROTECTION

1. The Contractor shall take all precautions required to prevent fires because of its operations. Where flame cutting torches, blow torches, or welding tools are required to be used within building, their use shall be in accordance with OSHA requirements. When welding tools or torches of any type are in use, the contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the dry chemical type. The fire extinguisher shall be provided and maintained by the each contractor.
2. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriter's Laboratory approved containers. Storage of gas shall be in locations as per OSHA.
3. No volatile liquids shall be used in cleaning agents or as fuels for motorized equipment or tools within a building. Bulk storage of volatile liquids shall be prohibited.
4. The Contractor shall comply with the following requirements relating to compressed gas:
 - a. Where compressed gas of any type is used for any purpose at the Project site, it shall be contained in cylinders complying with ICC regulations as to manufacturing, filling, marking, testing, tagging, valving, and shipping. Gases of different types shall not be stored together except when in use and when such proximity is required.
 - b. All gas cylinders shall be stored in sheds, constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from the other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over valve.
 - c. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required to read Part 3 of Pamphlet P-1 "Safe Handling of Compressed Gases" published by The Compressed Gas Association, 500 Fifth Avenue, New York, New York 10036.
 - d. Where LP-Gas is required for temporary Heat (including construction heat), the number of cylinders within the structure or building shall be limited to the least amount required, in general, one (1) cylinder per heater. Cylinders and heaters shall be connected with two (2) braid neoprene hoses fitted at each end with

- threaded unions and capable of withstanding a pressure of 250 P.S.I. The length of hose shall not exceed 30 feet and shall be protected from mechanical injury, kinking and abrasion. Heaters shall not be less than six (6) feet from any tarpaulins or other type closure. All tarpaulins and other type closures shall be secured so as not to be blown loose. All debris and rubbish shall be removed as directed to prevent fire hazards.
- e. Where local ordinances are in effect regarding gas cylinders (their use, appurtenances and handling), such ordinances shall supplement the requirements of this Article.
 - f. LP-Gas Heating will not be permitted in enclosed areas below grade.
 - g. Any cylinder not having the proper ICC marking or reinspection marking, or any cylinder which fails to meet the requirements of the "Standards of Visual Inspection of Compressed Gas Cylinders" of the Compressed Gas Association, Inc. shall be returned to the supplier. Any cylinder which develops a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.
5. The Contractor shall comply with the following requirements relating to welding and cutting:
- a. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
 - b. During welding or cutting operations, a Contractor's man shall act as a Fire Watch. The Fire Watch shall have proper eye protection and suitable fire fighting equipment including fire extinguisher, bearing current Inspection Certificate, asbestos gloves and any other equipment deemed necessary.
 - c. Welding or cutting shall not be done near flammable liquid, vapors or tanks containing such material.
 - d. Where cutting or welding is done above or adjacent to (10 feet) combustible material or persons, a shield of incombustible material shall be installed to protect against fire or injury due to sparks or hot metal.
 - e. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and as close as practical to the operation. Tanks, actives or spares, shall be protected from excess heat and shall not be placed in stairways, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.
 - f. Adequate fire extinguishing equipment shall be maintained at all welding or

cutting operations.

- g. Contractor shall secure all required inspections associated with his work.
- h. All equipment, hoses, gauges, pressure reducing valves, torches, etc., shall be maintained in good working order and all defective equipment shall immediately be removed from the job.
- i. No person shall be permitted to do any welding or cutting until his name, address and current License Number have been submitted in writing to the Architect.

01600.0200 CUTTING, ETC.

1. The Contractor and his sub-contractors shall not disturb any of the completed structure, piping, apparatus or other work unless expressly required by the Contract. Where cutting, drilling or removals are required in finished wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure. Prior to any cutting, drilling or removals, the Contractor shall determine the exact location of adjacent structural members by visual examination and shall avoid interference with such members. No structural members such as joists, beams or columns supporting work shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected to compensate for such cutting, drilling and removals are shown.
2. The Contractor shall coordinate such openings, channels, chases, flues, etc., as may be required for its work and for the work of others, required by the Contract Documents.
3. Unless otherwise specified, each sub-contractor shall furnish and install all sleeves, inserts, hangers, etc., required for the execution of its work, and failing to provide such, shall do all necessary cutting and patching required for the execution of its work. All sleeves, etc., shall be packed and filled with smoke, fire and vermin proofing materials.
4. The Contractor and his sub-contractors shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor except with the consent of the Architect.
5. All work shall conform to the Occupational Safety and Health Administration standards and requirements.
6. All cutting required for the work of the trades will be done by Contractors performing such work, unless otherwise noted on the drawings or specified herein.
7. The Contractor shall be responsible for the cutting of walls, floors, ceilings, etc., for the installation of, access to, corrective work, pertaining specifically to the work in their trade.

8. All cutting shall be core drilled or be cut square and large enough only to accept the Contractors' work and be readily patched.
9. All openings shall be cut to a minimum so as to accept Contractor's piping, conduit and duct work and require minimum patching.
10. The Contractor shall be responsible for patching of openings cut in the walls, floors, ceilings, etc., so as to close around his work in a neat and workmanlike manner.
11. In all cases, all framing for roof openings shall be done by the general contractor including structural steel and framed openings. The Heating and Ventilating, Plumbing, fire sprinkler and Electrical sub-contractors shall install their pipes, ductwork, vents, etc., through the roof openings previously coordinated or shall core drill or field cut openings in sheathing and decking and shall provide and install equipment curbs and related work. The Roofing sub-contractor shall close the openings and flash as required, make the roof tight in accordance with the Specifications and be responsible for the tightness of the roof.

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SECTION 01631 - PRODUCT SUBSTITUTIONS

A. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by contract documents proposed by the contractor after award of the contract are considered requests for "substitutions".

1. Submit each request for substitutions in the form and in accordance with procedures required for submittals. Requests must be made in a timely fashion as required for them to be reviewed and accepted or rejected without any impact on the construction schedule.
2. Identify the product or installation method to be replaced in conjunction with each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product data and samples where applicable including drawings and descriptions, physical properties and safety data sheets, fabrication and installation procedures associated with each substitution.
 - b. A comparison of significant qualities of the proposed substitution with those specified.
 - c. A list of changes or modifications needed to other parts of the work and to construction performed by the separate sub-contractors that will be necessary to accommodate the proposed substitution.
 - d. A statement indicating the substitution's effect on the Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
 - e. Provide all cost impact information, including any net change, if any in the contract sum.
 - f. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.

3. Architect's Action: Within one (1) week of receipt of the request for substitution, the architect will request additional information if necessary for evaluation. Within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information, whichever is later, the architect will notify of acceptance or rejection.

B. Acceptance of substitutions: Substitution requests will be received and considered by the architect when one or more of the following conditions are satisfied, as determined by the architect, otherwise requests will be returned without action except to record noncompliance with these requirements:

1. Extensive revisions to Contract Documents are not required.
 2. Proposed substitutions are in keeping with the general intent of contract documents and are equivalent in their fabrication, quality and warranty in every respect to the specified item
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the contract documents.
 5. The specified product or method of construction cannot be provided within the contract time due to factors outside of the contractor's control. The request will not be considered if the product or method cannot be provided because of failure to submit available specified item promptly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit to the benefit of the owner and do not impose additional responsibilities or costs to the owner which may include additional compensation to the architect for redesign and evaluation services, increased cost of other construction by separate contractors, and similar considerations.
- C. The contractor's submittal and architect's acceptance of shop drawings, product data or samples that relate to construction activities which are not complying with the contract documents do not constitute an acceptable or valid request for substitution, nor does it constitute approval. If determined that an approval was inadvertently provided without first being submitted and approved in accordance with items A & B above, said substitutions shall be promptly removed and replaced with the specified item if directed by the architect. Any and all additional costs associated with the corrections associated with materials installed which do not have previously approved by the architect, including additional; costs required of other trades due to said corrective work, shall be born by the responsible contractor without exception.

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SECTION 01700 - PROJECT CLOSEOUT

01700.0100 OPERATION AND MAINTENANCE DATA (EACH CONTRACTOR)

1. Where operating tests are specified, the Contractor shall test its work as it progresses, on its own account, and shall make satisfactory preliminary tests in all cases before applying to the Architect for official tests.
2. Final tests shall be made in the manner specified for the different branches of the work or portions thereof. The contractor shall furnish all operating manuals, experienced personnel, materials and apparatus, shall make connections and conduct the official test. The test will be conducted in the presence of the owner's representative. Should defects appear, they shall be corrected by the contractor and the test repeated until the installation is acceptable.
3. No work of any kind shall be covered or enclosed before it has been tested and approved.
4. The contractor shall provide on site training to designated fire district personnel of all systems and equipment incorporated in to the project as part of their contract including review of operation and maintenance manuals and complete system operating demonstrations.

01700.0200 PROJECT RECORD DRAWINGS (EACH CONTRACTOR)

1. The contractor will maintain a full set of drawings for the purpose of keeping a complete record of all installation of work as actually made. Each contractor shall keep a complete record of his own work and shall indicate deviations from the drawings as to construction, mechanical, electrical, fire sprinkler and plumbing work which relate to his work. All information shall be recorded in a neat, legible and accurate manner. All changes, revisions or additions made in the installation of the work which differ from that required by the drawings shall be noted in RED.
2. Upon completion of the work, the Contractor shall forward one (1) set of the marked-up drawings in color PDF and noted as an "as-built" drawing to the Architect.

01700.0300 CLEANING UP (EACH CONTRACTOR)

1. The Contractor shall clean up the debris resulting from his work daily and more often if the same interferes with the work of others or presents a fire or safety hazard.
2. Should the Contractor fail to do his clean up, the Owner's construction advisor shall arrange to have the work completed and the Contractor shall be charged for the complete cost accordingly.

2. Upon completion of work immediately prior to owner occupancy, the contractor shall clean provide a complete clean up as follows:
 - a. Clean all fixtures and replace all filters associated with their own fixtures, etc.
 - b. Have all fixtures, outlets, piping, etc. labeled.
 - c. The General Contractor shall then provide a full cleaning of the entire facility including windows, dusting of all areas, floors, etc. in accordance with manufacturers' recommendations prior to owner occupancy.

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SECTION 01740 - WARRANTIES AND BONDS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products used on this project shall be specifically endorsed by the manufacturer to the Ellenville Fire District and shall be included on the close out documentation by each contractor.
- B. Special Warranties are written warranties specific to the installation as part of this project. They shall be prepared by the manufacturer and warranted to the owner. These warranties shall include but are not limited to roofing, elevator, mechanical equipment, etc.
- C. In addition to the above, the contractor shall provide a written material and workmanship warranty against failures for a period of two (2) years from the date of substantial completion. Some items may have earlier commencement dates when put into use prior to substantial completion including HVAC and plumbing equipment. Date of acceptance and start of warranty period prior to substantial completion shall be in writing.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- E. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work at no cost to the owner.
- F. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- G. Replacement Cost: On determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of the original scope of work. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the work through part of its useful service life.
- H. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.

- I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
 1. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect with fifteen (15) days of completion of that designated portion of the Work.

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