

August 31, 2026

PROJECT MANUAL

VOLUME 1 OF 4: Division 00-01

Washingtonville Central School District

2024 Capital Project Phase 3

Washingtonville Middle School

SED No. 44-01-02-06-0-001-023

Washingtonville High School

SED No. 44-01-02-06-0-007-033

Taft Elementary School

SED No. 44-01-02-06-0-002-019

CSArch Project #

228-2401.03



Registration Expiration: 02/29/2028

The design of this project conforms to applicable provisions of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Construction Code, the Manual of Planning Standards of the New York State Education Department, and the New York State Department of Labor Code Rule #56.

CS**ARCH**

SECTION 000010 - CERTIFICATIONS PAGE - ARCHITECTURAL

PROJECT TEAM _____ PROFESSIONAL SEAL _____

ARCHITECTS

COLLINS+SCOVILLE

ARCHITECT | ENGINEERING | CONSTRUCTION MANAGEMENT, D.P.C.

DBA CSARCH

19 FRONT STREET

NEWBURGH, NY 12550

PHONE: 845-561-3179



Registration Expiration: 02/29/2028

THOMAS M. RITZENTHALER, RA

LICENSE NUMBER: 023344

EXPIRATION DATE: 02/29/2028

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SECTION 000011 - CERTIFICATIONS PAGE - MECHANICAL, ELECTRICAL, AND PLUMBING

PROJECT TEAM _____ PROFESSIONAL SEAL _____

MECHANICAL, ELECTRICAL, & PLUMBING ENGINEERS

M/E ENGINEERING, PC

433 STATE STREET, 4TH FLOOR
SCHENECTADY, NY 12305
PHONE: 518-533-2171



Registration Expiration: 05/31/2027

MICHAEL K. SULLIVAN, PE
LICENSE NUMBER: 077887
EXPIRATION DATE: 05/31/2027

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SECTION 000012 - CERTIFICATIONS PAGE - SITE/CIVIL

PROJECT TEAM _____ PROFESSIONAL SEAL _____

SITE/CIVIL ENGINEERS

PASSERO ASSOCIATES

6 FRONT STREET, 2ND FLOOR
NEWBURGH, NY 12550
PHONE: 845-219-5271



Expiration Date: 09/30/2025

CHRISTOPHER J. LAPORTA
LICENSE NUMBER:102592
EXPIRATION DATE: 09/30/2025

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SECTION 000013 - CERTIFICATIONS PAGE - STRUCTURAL

PROJECT TEAM _____ PROFESSIONAL SEAL _____

STRUCTURAL ENGINEERS

PASSERO ASSOCIATES

242 WEST MAIN STREET, SUITE 199
ROCHESTER, NY 14614
PHONE: 585-325-1000



Expiration Date: 3/31/2026
Certificate of Authorization: 018217

CONOR LAWRENCE STUCKI
LICENSE NUMBER: 103292
EXPIRATION DATE: 03/31/2026

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Washingtonville High School, and Little Britain Elementary School
prepared by Foundation Design, P.C.

Appendix B Pre-Construction Survey Report for Asbestos-Containing Materials
(ACM) and Lead-Based Paints (LBP) for Washingtonville Middle School
and Washingtonville High School prepared by Quality Environmental
Solutions & Technologies, Inc.

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DOCUMENT 000115 – LIST OF DRAWING SHEETS

PART 1 – GENERAL

A. DRAWING PROJECT TITLE:

B. Washingtonville Central School District

C. 2024 Capital Improvement Project – Phase 3

D. DATE: February 16, 2026

C. This Drawing Index completes the Project Documents. Bidder shall verify receipt of all within the separately bound drawings. See next page.

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SITE/CIVIL DRAWINGS

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ARCHITECTURAL DRAWINGS

TES A811 REFLECTED CEILING PLAN - AREA 'A'
TES A813 REFLECTED CEILING PLAN - AREA 'C'
TES A814 REFLECTED CEILING PLAN - AREA 'D'

MECHANICAL DRAWINGS

TES M001 MECHANICAL SYMBOLS LISTS, GENERAL NOTES, SCHEDULES, AND
 CONTROLS
TES M101 GROUND FLOOR MECHANICAL PLAN - AREA A
TES M102 GROUND FLOOR MECHANICAL PLAN - AREA C
TES M103 GROUND FLOOR MECHANICAL PLAN - AREA D

ELECTRICAL DRAWINGS

TES E001 ELECTRICAL LEGEND, NOTES, & ABBREVIATIONS
TES E100 PARTIAL FIRST FLOOR POWER & SYSTEMS PLAN - AREA A
TES E101 PARTIAL FIRST FLOOR POWER & SYSTEMS PLAN - AREA C
TES E102 PARTIAL FIRST FLOOR POWER & SYSTEMS PLAN - AREA D
TES E700 SCHEDULES

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SECTION 001113 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

1.1 OWNER (HEREINAFTER REFERRED TO AS OWNER):

Washingtonville Central School District

Address:

52 West Main Street
Washingtonville, New York
845-497-4000

1.2 ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

CSArch

Address:

19 Front Street
Newburgh, New York 12550
845-561-3179

1.3 CONSTRUCTION MANAGER (HEREINAFTER REFERRED TO AS CONSTRUCTION MANAGER):

Arris Contracting Company, Inc.

Address

189 Smith Street
Poughkeepsie, NY 12601
845-473-3600

1.4 NYSED CONTROL NUMBERS

CONTROL NUMBERS

Washingtonville Middle School	44-01-02-06-0-001-023
Washingtonville High School	44-01-02-06-0-007-033
Taft Elementary School	44-01-02-06-0-002-019

1.5 CONTRACTS FOR CONSTRUCTION

The Owner, the Washingtonville Central School District will receive sealed bids to furnish material and labor to complete the 2024 Capital Project Phase 3 which includes alterations. Each bid shall be on a stipulated sum basis for the following contracts:

CONTRACTS

Contract No. 3-01	Sitework Construction (SC)
Contract No. 3-02	General Construction (GC)
Contract No. 3-03	Mechanical Construction (MC)
Contract No. 3-04	Electrical Construction (EC)
Contract No. 3-05	Plumbing Construction (PC)

BID INFORMATION

2.1 BIDS DUE

Sealed bids will be received until the time indicated below. Bids received after this time will not be accepted and returned to the Bidder unopened.

Bid Due Date/Time: September 30, 2026 at 3:00pm EST

**Bid Delivery Location: Washingtonville Central School District
District Administration Offices
52 West Main Street
Washingtonville, NY 10992**

of copies: (2) Two

2.2 BID OPENING

Bids will be opened publicly and read aloud at location indicated below. An abstract of Bids received will be made available via www.csarchplanroom.com.

Bid Opening Date/Time: September 30, 2026 at 3:15 pm EST

**Bid Opening Location: Washingtonville High School
54 West Main Street
Washingtonville, NY 10992**

3.1 SUPPLEMENTAL INFORMATION

It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings, and Specifications may be viewed online free of charge beginning August 31, 2026 at www.csarchplanroom.com under 'Public Projects', or electronically downloaded for a non-refundable fee of one-hundred dollars (\$100.00).

Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) or USB flash drive may be obtained from Rev, 28 Church Street, Warwick, New York 10990 Tel: (845) 651-3845, upon depositing the sum of one-hundred dollars (\$100.00). Checks or money orders shall be made payable to Washingtonville Central School District.

Bidder must provide Bid Security in the amount and form, per the terms indicated in Section *Instructions to Bidders*. All Bids will remain subject to acceptance for forty-five (45) days following the receipt of Bids. The Owner may, in its sole discretion, reject any Bid and return Bid Security prior to that date.

A Pre-Bid Conference will be held at 3:00pm EST on September 9, 2026 at the Washingtonville High School (54 West Main Street, Washingtonville, NY 10992) convening in the Main Lobby. Subsequent walkthroughs will take place at Washingtonville High School, Washingtonville Middle School, and Taft Elementary School. Attendance of this meeting is recommended as the Owner, Architect and/or consultants will be present to discuss the Project. Attendees should anticipate 30 minutes Q & A session.

Bids shall not include New York State sales and compensating use taxes on materials and supplies incorporated into the Work, as the Owner being exempt therefrom. Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

CONSTRUCTION DOCUMENT AVAILABILITY

4.1 PLAN CENTERS

Bidding/Contract Documents (drawings and project manuals) may be examined as of August 31, 2026 at the following locations:

CSArch
19 Front Street
Newburgh, New York 12550
Phone: 845-561-3179
Note: Examination by appointment only.

This project is publicly funded. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

The Washingtonville Central School District reserves the right to waive any informalities or irregularities in the Bids received, and/ or to reject all Bids without explanation.

By Order of: Washingtonville Central School District, Board of Education

END OF SECTION 001113

SECTION 002113 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instruction to Bidders, the Bid Form, Supplementary Bid Forms and other sample bidding and contract forms.
- B. Contract Documents include the Contract Forms between the Owner and Contractor, Contractor's executed Bid Form and executed Supplementary Bid Forms, Conditions of the Contract (General, supplemental and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- C. Definitions set forth in the General Conditions of the Contract of Construction, or in other Contract Documents are applicable to the Bidding Documents.
- D. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- E. 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. Wherever the word "Bid" occurs in the documents, it refers to Bidders Proposal.
- F. The Base Bid is an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.
- G. An Alternate is an amount stated on the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- H. A Unit Price is an amount stated on the Bid Form as a price per unit of measurement for materials, equipment for services or a portion of the Work as described in the Bidding Documents.
- I. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
 - 1. 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.

PART 2 – REPRESENTATIONS

2.1 BIDDER REPRESENTATION

- A. The Bidder by making a Bid represents that:
 - 1. The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being Bid concurrently or presently under construction.
 - 2. The Bid is made in compliance with the Bidding Documents.
 - 3. 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 personal observations with the requirements of the proposed Contract Documents.
 - 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- B. Each Bidder is required to form an individual opinion of the quantities and character of construction work by personal examination of the site and all existing facilities where the project work is to be done, and of the plans and specifications relating to it by such means as is preferred. Each Bidder shall inspect accessible concealed areas of existing construction, provided no significant permanent damage is inflicted upon the property. Lack of knowledge about conditions in accessible concealed areas shall not be the basis for additional cost claims at a later time.
- C. To be considered qualified, the Bidder must demonstrate to the Owner's satisfaction the following:
 - 1. The corporation, partnership, sole proprietorship or other business entity in whose name the Bid is submitted has been in business, continuously, for no less than the previous five (5) years performing or coordinating the work which it is bidding on.
 - 2. The Bidder has satisfactorily completed no less than five (5) projects of comparable size, complexity and type to this Project, within the last five (5) years, as a prime contractor to project owner.
 - 3. The Bidder is not currently involved in bankruptcy proceedings.
 - 4. The Bidder is licensed to perform the work it is bidding on in the jurisdiction where the work will take place.
 - 5. The Bidder is capable of and intends to perform at least 25% of the Work with its own forces.
 - 6. The Bidder is able to perform the Work with manpower available to it.
 - 7. The Bidder and its subcontractors have a minimum of five (5) years' experience in the Work and applicable trades.

PART 3 – BIDDING DOCUMENTS

3.1 COPIES

- A. It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings and Specifications, may be viewed online free of charge beginning August 31, 2026 at www.csarchplanroom.com under "Public Projects," or electronically downloaded for a non-refundable charge of one hundred dollars. (\$100.00)
 - 1. In order to access online documents and information, a log in is required. New users can create a free online account upon visiting site by clicking "register for an Account."
 - 2. Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) or USB flash drive may be obtained from Rev, 28 Church Street, Unit 7, Warwick, New York 10990 Tel: (845) 651-3845, upon depositing the sum of one-hundred dollars (\$100.00). Checks or money orders shall be made payable to Washingtonville Central School District.
 - 3. Deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring (CD's) to be shipped shall make arrangements directly with the printer and pay for all packaging and shipping costs.
 - 4. Any bidder requiring paper copies of the Bidding Documents, Drawings and Specifications shall make arrangements directly with the printer and pay for all printing, packaging and shipping costs. Such costs are non-refundable.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being Bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. All reports to the Architect shall be in writing.
- B. No interpretation of the meaning of the Contract Documents, the existing conditions, or of the scope of Work will be made verbally. Provide every request for such interpretation in writing, addressed to CSArch, Attention: Dion Miller, by e-mail: dmiller@csarchpc.com. Subject line for email shall read "Washingtonville Central School District Bid Question" and to be given consideration must be received at least five (5) business days prior to the date of the Bid Opening.

- C. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders are not required to rely upon them.
- D. The Bidding Documents for this project have been prepared using certain existing construction documents furnished by the Owner, which pertain to the construction of the existing conditions, and limited observations obtained by the Architect at the project site.
- E. More extensive investigations of existing conditions, including disassembly or testing of existing building components, was not undertaken by the Architect.
- F. Portrayal of such existing conditions obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Bidders, in any way, that such portrayals are accurate or true existing conditions.
- G. In the absence of an interpretation by the Architect, should the Drawings disagree in themselves or with the Specifications, the better quality, the more costly or the greater quantity of work or materials shall be estimated upon, and unless otherwise determined, shall be provided.

3.3 EQUIVALENTS

- A. Each Bidder shall base his Bid upon the materials and equipment described in the Bidding Documents to the fullest extent possible.
- B. In the specifications, two or more kinds, types, brands, or manufacturers or materials may be named. Unless noted otherwise they shall be regarded as the required standard of quality, and overall, are judged to be equivalent by the Architect. The Bidder may select one of these named items as the basis for his Bid or, if the Bidder desires to use any other kind, type, brand, or manufacturer or material other than those named in the specification, it shall indicate in writing, when requested, and prior to the award of the Contract, what kind, type, brand, or manufacturer is proposed in lieu of the named specified item(s).

3.4 ADDENDA

- A. Addenda will be transmitted to all that are known to have received a complete set of Bidding Documents.
 - 1. Provide Bidding Document distributor with full company name, address, telephone and facsimile numbers and contact person's name.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Addenda will not be issued later than five (5) working days prior to the time specified for receipt of Bids, except any Addendum withdrawing the request for Bids or one which includes postponement of the time for receipt of Bids.
- D. Each Bidder shall ascertain upon submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

3.5 TAX LIABILITY

- A. Bidders are exempt from payment of manufacturer's excise taxes for materials purchased for the exclusive use of the Owner, provided that manufacturer has complied with rules and regulation of the Commissioner of Internal Revenue Service.
- B. New York State Sales Tax does not apply to this project. Contractors are exempt from payment on purchase of materials for the execution of this Contract and such taxes shall not be included in Bids. Exemption Certificates will be provided upon request.
- C. All other taxes shall be included in the Bid.

3.6 PRE-BID CONFERENCE

- A. There will be a Pre-bid Conference as detailed in the Advertisement for Bids. A lack of representation at the Pre-bid Conference will not be justification for additional costs due to unforeseen conditions during the construction phases of the Contracts.

PART 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- A. Bids shall be submitted on forms identical to the Bid Forms contained in this Project Manual, or submitted using unaltered and legible copies thereof.
- B. All blanks on the Bid Form shall be legible and executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in word shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. Bid all requested alternates. If no change in the Base Bid is required, enter "No Change."

- F. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each Bid copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give 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.

4.2 BID SECURITY

- A. Each Bid must be accompanied by a certified bank check of the Bidder, or a Bid Bond prepared by a surety company licensed in New York State.
 - 1. Bid Security shall be provided in the amount of five (5) percent of the dollar amount of the Base Bid.
 - 2. Bid Security shall be payable to Washingtonville Central School District.
 - 3. If certified check is utilized, the Bidder shall provide written confirmation from a licensed New York State Surety company that Performance and Payment Bonds will be available to said Bidder for this project.
 - 4. The apparent successful Bidders, upon failure or refusal to furnish the required Performance and Payment Bonds and execute a Contract within ten (10) calendar days after receipt of notice of the acceptance of Bid, shall forfeit the Bid Security as liquidated damages for such failure to refusal, and not as a penalty.
 - 5. The successful Bidders shall have the Bid Security returned upon execution of an Owner/Contractor Agreement.
 - 6. Unsuccessful Bidders shall have their Bid Security returned following the execution of the Owner/Contractor Agreements or the forty five (45) day period following the Bid Opening, whichever occurs first.
 - 7. The Bid Security shall not be forfeited to the Owner in the event the Owner fails to comply with subparagraph 6.2.
- B. Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either:
 - 1. The Contract has been executed and bonds, when required, have been furnished, or;
 - 2. The specified time has elapsed so that Bids may be withdrawn or;
 - 3. All Bids have been rejected.

4.3 SUBMISSION OF BIDS

- A. All 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 Contract 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.
 - 1. If Bidder submits for different Contracts, each shall be submitted individually and so labeled for that Contract.
- B. Bids shall be deposited at the designated location prior to the time and date indicated in the Invitation to Bidders for the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
 - 1. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
 - 2. Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.
- C. Bids not exhibiting original signatures or seals will not be accepted as a responsive Bid.
- D. Bids shall be submitted in duplicate. Executed forms required for each submitted Bid are as follows:
 - 1. Bid Form
 - 2. Bid Bond - AIA Document A310
 - 3. Corporate Resolutions
 - 4. Non-Collusive Affidavit
 - 5. Iran Divestment Act Affidavit
 - 6. Contractor Registration
 - 7. Insurance Certificate Form
- E. Pursuant to Section 220-i, each Bidder must provide proof of their registration with the Department of Labor of the State of New York, which proof must, at a minimum, include their certificate of registration. Failure to include proof of their registration will disqualify their bid from consideration for award and will result in rejection of their bid as nonresponsive.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. No Bidder may withdraw a Bid within the forty-five (45) day period following the time of the Bid Opening.

- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

PART 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

- A. The properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

- A. The Owner shall maintain the right to reject any or all Bids. A Bid not accompanied by the required Bid Security or by other data required by the Bidding Documents, or which is in any way incomplete or irregular may be subject to rejection.

5.3 AWARD OF BID

- A. It is the intent of the Owner to award Contracts to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interest. The responsibility of Bidders and of their proposed subcontractors will be considered in making the award. The Owner, through the Architect and Construction Manager, may make such investigation as the Owner deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work.
- B. 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 low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

PART 6 – SUPPLEMENTARY BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- A. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified and capable to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of the Bidder's payment by the Owner shall not be construed as pre-qualification of that Bidder. If the Bidder is later discovered to have misrepresented or provided false or incorrect information with regard to any material party of the information submitted to the Owner, including but not limited to information regarding experience, debarment, claims, lawsuits, arbitrations, mediations, finances, license, contract termination, the Owner reserves the right to reject the Bid of such Bidder and, if a construction contract has been awarded, it will become automatically voidable at the sole discretion and election of the Owner.

6.2 SUBMITTALS

- A. Within forty-eight (48) hours after the Bids are opened, the two (2) apparent low Bidders for each Prime Contract must submit the required pre-award submittal package described below to the Construction Manager via email:
1. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the Bidder's understanding of overall Project scope.
 2. Sequential listing of specific Project activities required to successfully complete the Work of the Contract Documents.
 - a. Include Schedule and list Critical Milestones.
 - b. Include phasing of the Work, if required.
 - c. Include listing of long lead items.
 - d. Statement the Project can be completed in the established time.
 3. Resumes for the Bidder's proposed supervisory staff, including qualifications for specialized expertise or any certification(s).
 4. Any special coordination requirements with other trades.
 5. Any special storage and/or staging requirements for construction materials.
 6. Detailed Cost Estimate: A copy of a Detailed Cost Estimate outlined in CSI format by material and labor.
 7. A copy of the Bidder's two (2) most recent financial statements audited by a CPA or, if the Bidder has no audited financial statements, then the two (2) most recent financial statements prepared and/or reviewed by a CPA.
 8. A properly completed and executed AIA Document A305™-2020, Contractor's Qualification Statement.
 9. Required insurance certificates.
 10. A designation of the Work to be performed by the Bidder's own forces.
 11. Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each.

12. 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.
 13. Names, addresses and phone numbers of the subcontractors that the Bidder proposes to use on the Project.
 14. A description of the Bidder's experience with at least five similar projects (completed in the last five years) of comparative size, complexity and cost together with documentary evidence showing that said projects were completed to their respective owner's satisfaction and were completed in a timely fashion listing type and scope of work. Provide names, addresses and current phone numbers of owners, architect and Construction manager associated with each project.
 15. The Bidder's proposed site safety plan.
 16. Proposed list of submittals and a proposed schedule for making and issuing them, within the Bidder's proposed work plan and schedule.
 17. Proposed list of Product Substitutions, if applicable.
 18. Draft Schedule of Values for work broken out by School Building and NYSED Project Number .
- B. The Bidder will be required to establish to the satisfaction of the Owner and Construction Manager the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Upon request only, the apparent second and third low Bidders shall be prepared to submit the information of paragraphs 6.1 and 6.3.A.
- D. Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Architect/Engineer or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. In the event of withdrawal or disqualification, Bid Security will not be forfeited.
- E. Persons and entities proposed by the Bidder and to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for whom they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.
- F. Any Bidder, upon failure to submit the information required in subparagraphs 6.1.A, 6.3.A, and 6.3.B in the allowed time, may have the Bid rejected. In that event, the Bidder shall forfeit the Bid Security to the Owner as liquidated damages for such failure or refusal, and not as penalty.

6.3 OWNERS 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.
- B. The Bidder will be required to establish to the satisfaction of the Architect, Construction Manager and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the execution of the Contract, the Architect or Construction Manager will notify the Bidder if either the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Construction Manager 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.
- D. Persons and entities proposed by the Bidder and to whom the Owner, Construction Manager 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, which may be provided through the Construction Manager.

6.4 BOND REQUIREMENTS

- A. The Owner requires the apparent successful Bidder to furnish and deliver bonds, covering the faithful performance of the Contract Work and payment of all obligations arising thereunder duly executed by the Bidder and a surety company licensed to do business in New York State rating.
- B. The premiums shall be included in the Bid and paid by the Contractor. The Bidder shall proportionally distribute the costs of such bonds between the Base Bid and any Alternates.

6.5 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Owner through the Construction Manager on or before the time of execution of the Owner/Contractor Agreement. Bonds shall be payable to Washingtonville Central School District.

- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond, Version 2010. Both bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated the same as the Owner/Contractor Agreement.
- D. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

PART 7 – AGREEMENT FORM BETWEEN OWNER AND CONTRACTOR

7.1 FORM OF AGREEMENT

- A. The form of agreement between Owner and Contractor shall be based on an amended Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, Owner/Contract Agreement, CM as Advisor – AIA Document A132.

END OF SECTION 002113

SECTION 004101 - BID FORM CONTRACT NO. 3-01 – SITEWORK CONSTRUCTION (SC)

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

BID TO (Owner): Attention: Purchasing Agent
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

PRIME CONTRACT: Contract No. 3-01 - Sitework Construction (SC)

PROJECT TITLE: Washingtonville Central School District
2024 Capital Project Phase 3

SED Control Numbers

Washingtonville Middle School	SED No. 44-01-02-06-0-001-023
Washingtonville High School	SED No. 44-01-02-06-0-007-033
Taft Elementary School	SED No. 44-01-02-06-0-002-019

ARCHITECTS PROJECT NO: 228-2401.03

- 1. Representations:** By making this Bid, the Bidder represents that:
The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** _____
(Words)

(\$ _____)
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. **Allowances:** Refer to Specification Section 012100 – “Allowances” for additional information.

Contingency Allowance No. CA-SC-3-01-001: Sitework Construction
Contingency Allowance for work at Washingtonville Middle School in the amount
of \$40,000.00 lump sum

Contingency Allowance No. CA-SC-3-01-002: Sitework Construction
Contingency Allowance for work at Washingtonville High School in the amount of
\$40,000.00 lump sum.

Unit Price Allowance No. UPA-SC-3-01-001: Sitework Construction Unit Price
Allowance for the installation of 500 cubic yards of subbase as specified at
Washingtonville Middle School, at Unit Price established on Bid Form for
respective Contract.

(Words) (Figures)

Unit Price Allowance No. UPA-SC-3-01-002: Sitework Construction Unit Price
Allowance for the installation of 500 square feet of standard duty asphalt as
specified at Washingtonville Middle School, at Unit Price established on Bid Form
for respective Contract.

(Words) (Figures)

Unit Price Allowance No. UPA-SC-3-01-003: Sitework Construction Unit Price Allowance for the installation of 250 square feet of heavy duty asphalt as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.

(Words)

(Figures)

Unit Price Allowance No. UPA-SC-3-01-004: Sitework Construction Unit Price Allowance for the removal of 100 cubic yards of suitable soil and replacement with suitable fill as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.

(Words)

(Figures)

Unit Price Allowance No. UPA-SC-3-01-005: Sitework Construction Unit Price Allowance for the removal of 50 cubic yards of rock as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.

(Words)

(Figures)

Unit Price Allowance No. UPA-SC-3-01-006: Sitework Construction Unit Price Allowance for the installation of 250 cubic yards of subbase as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

(Words)

(Figures)

Unit Price Allowance No. UPA-SC-3-01-007: Sitework Construction Unit Price Allowance for the installation of 250 square feet of heavy duty asphalt as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

(Words)

(Figures)

Unit Price Allowance No. UPA-SC-3-01-008: Sitework Construction Unit Price Allowance for the removal of 100 cubic yards of suitable soil and replacement with suitable fill as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

_____	_____
(Words)	(Figures)

Unit Price Allowance No. UPA-SC-3-01-009: Sitework Construction Unit Price Allowance for the removal of 50 cubic yards of rock as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

_____	_____
(Words)	(Figures)

Total Value of All Allowances: Provide total of all Allowance values above.

_____	_____
(Words)	(Figures)

5. **Unit Costs:** Refer to Specification Section 012200 – “Unit Prices” for additional information.

Unit Price No. UP-SC-3-01-001: Provide the installation of subbase as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY	_____ per CY
(Words)	(Figures)

Unit Price No. UP-SC-3-01-002: Provide installation of standard duty asphalt as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square feet).

_____ per SF	_____ per SF
(Words)	(Figures)

Unit Price No. UP-SC-3-01-003: Provide the installation of heavy duty asphalt as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square feet).

_____ per SF _____ per SF
(Words) (Figures)

Unit Price No. UP-SC-3-01-004: Provide the removal of unsuitable soil and replacement with suitable fill as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY _____ per CY
(Words) (Figures)

Unit Price No. UP-SC-3-01-005: Provide the removal of rock as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY _____ per CY
(Words) (Figures)

Unit Price No. UP-SC-3-01-006: Provide the installation of subbase as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY _____ per CY
(Words) (Figures)

Unit Price No. UP-SC-3-01-007: Provide the installation of heavy duty asphalt as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square feet).

_____ per SF _____ per SF
(Words) (Figures)

Unit Price No. UP-SC-3-01-008: Provide the removal of unsuitable soil and replacement with suitable fill as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY _____ per CY
(Words) (Figures)

Unit Price No. UP-SC-3-01-009: Provide the removal of rock as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).

_____ per CY _____ per CY
(Words) (Figures)

6. **Alternates:** Refer to Specification Section 012300 - "Alternates" for additional information.

ADD Alternate No. SC-3-01-001: At Washingtonville High School; mill, repave, restripe, and remark upper parking lot area, in addition to scheduled base bid work, as identified on the Contract Documents:

_____ (Words) _____ (Figures)

ADD Alternate No. SC-3-01-002: At Washingtonville High School; mill, repave, restripe, and remark lower athletic field parking lot area to main roadway, in addition to scheduled base bid work, as identified on the Contract Documents:

_____ (Words) _____ (Figures)

ADD Alternate No. SC-3-01-003: At Washingtonville High School; install new concrete piers, new pole sleeves, new ball netting, and set the owner-furnished ball netting poles at the baseball field at the upper field area, in addition to scheduled base bid work, as identified on the Contract Documents.

_____ (Words) _____ (Figures)

ADD Alternate No. SC-3-01-004: At Washingtonville Middle School; provide heavy duty pavement in lieu of standard duty pavement in the Bus Loop area, in addition to scheduled base bid work, as identified on the Contract Documents.

(Words)

(Figures)

ADD Alternate No. SC-3-01-005: At Washingtonville High School; provide seating wall expansions and site stair installations, in addition to scheduled base bid work, as identified on the Contract Documents.

(Words)

(Figures)

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Bidding Documents.
9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed)

(Initials)

12. Authorized Signature:

(Signature)

(Name - Printed)

(Title - Printed) *(Date)*

13. Attachments: As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:

- a. Bid Form.
- b. Bid Bond – AIA Document A310.
- c. Corporate Resolutions.
- d. Non-Collusive Affidavit.
- e. Iran Divestment Act Certificate.
- f. Contractor Registration.
- g. Insurance Certificate Form.

14. Supplementary Bid Information: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction to Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

SECTION 004102 - BID FORM CONTRACT NO. 3-02 – GENERAL CONSTRUCTION (GC)

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

BID TO (Owner): Attention: Purchasing Agent
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

PRIME CONTRACT: Contract No. 3-02 - General Construction (GC)

PROJECT TITLE: Washingtonville Central School District
2024 Capital Project Phase 3

SED Control Numbers

Washingtonville Middle School	SED No. 44-01-02-06-0-001-023
Washingtonville High School	SED No. 44-01-02-06-0-007-033
Taft Elementary School	SED No. 44-01-02-06-0-002-019

ARCHITECTS PROJECT NO: 228-2401.03

- Representations:** By making this Bid, the Bidder represents that:
The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** _____
(Words)

(\$ _____)
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

3. **Allowances:** Refer to Specification Section 012100 – “Allowances” for additional information.

Contingency Allowance No. CA-GC-3-02-001: General Construction
Contingency Allowance for work at Washingtonville Middle School in the amount
of \$60,000.00 lump sum

Contingency Allowance No. CA-GC-3-02-002: General Construction
Contingency Allowance for work at Washingtonville High School in the amount of
\$100,000.00 lump sum.

Unit Price Allowance No. UPA-GC-3-02-001: General Construction Unit Price
Allowance for the abatement and removal of 100 square feet of two layer
asbestos containing ceramic floor tile as specified at Washingtonville Middle
School, at Unit Price established on Bid Form for respective Contract.

(Words) (Figures)

Unit Price Allowance No. UPA-GC-3-02-002: General Construction Unit Price
Allowance for the abatement and removal of 100 square feet of asbestos
containing mastic as specified at Washingtonville Middle School, at Unit Price
established on Bid Form for respective Contract.

(Words) (Figures)

Unit Price Allowance No. UPA-GC-3-02-003: General Construction Unit Price Allowance for the installation of 100 square feet of epoxy resinous flooring system as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

_____	_____
(Words)	(Figures)

Unit Price Allowance No. UPA-GC-3-02-004: General Construction Unit Price Allowance for the installation of 100 square feet of acoustical ceiling panels as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

_____	_____
(Words)	(Figures)

Unit Price Allowance No. UPA-GC-3-02-005: General Construction Unit Price Allowance for the installation of 100 square feet of acoustical ceiling grids as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

_____	_____
(Words)	(Figures)

Total Value of All Allowances: Provide total of all Allowance values above.

_____	_____
(Words)	(Figures)

4. **Unit Costs:** Refer to Specification Section 012200 – “Unit Prices” for additional information.

Unit Price No. UP-GC-3-02-001: Provide the abatement and removal of two layers of asbestos containing ceramic floor tile at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square foot).

_____ per SF	_____ per SF
(Words)	(Figures)

Unit Price No. UP-GC-3-02-002: Provide the abatement and removal of asbestos containing mastic at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square foot).

_____ per SF _____ per SF
(Words) (Figures)

Unit Price No. UP-GC-3-02-003: Provide the installation of epoxy resinous flooring system as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).

_____ per SF _____ per SF
(Words) (Figures)

Unit Price No. UP-GC-3-02-004: Provide the installation of acoustical ceiling panels as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).

_____ per SF _____ per SF
(Words) (Figures)

Unit Price No. UP-GC-3-02-005: Provide the installation of acoustical ceiling grids as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).

_____ per SF _____ per SF
(Words) (Figures)

4. **Alternates:** Refer to Specification Section 012300 - "Alternates" for additional information. If Section is not provided, then no Alternates are required.
5. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed)

(Initials)

12. **Authorized Signature:**

(Signature)

(Name - Printed)

(Title - Printed)

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
- a. Bid Form.
 - b. Bid Bond – AIA Document A310.
 - c. Corporate Resolutions.
 - d. Non-Collusive Affidavit.
 - e. Iran Divestment Act Certificate.
 - f. Contractor Registration.
 - g. Insurance Certificate Form.

14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction to Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

SECTION 004103 - BID FORM CONTRACT NO. 3-03 – MECHANICAL CONSTRUCTION (MC)

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

BID TO (Owner): Attention: Purchasing Agent
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

PRIME CONTRACT: Contract No. 3-03 - Mechanical Construction (MC)

PROJECT TITLE: Washingtonville Central School District
2024 Capital Project Phase 3

SED Control Numbers

Washingtonville Middle School	SED No. 44-01-02-06-0-001-023
Washingtonville High School	SED No. 44-01-02-06-0-007-033
Taft Elementary School	SED No. 44-01-02-06-0-002-019

ARCHITECTS PROJECT NO: 228-2401.03

1. **Representations:** By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** _____
(Words)

(\$ _____)
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

3. **Allowances:** Refer to Specification Section 012100 - "Allowances" for additional information.

Contingency Allowance No. CA-MC-3-03-001: Mechanical Construction
Contingency Allowance for work at Washingtonville Middle School in the amount
of \$40,000.00 lump sum

Contingency Allowance No. CA-MC-3-03-002: Mechanical Construction
Contingency Allowance for work at Washingtonville High School in the amount of
\$80,000.00 lump sum.

Total Value of All Allowances: Provide total of all Allowance values above.

(Words) (Figures)

4. **Unit Costs:** Refer to Specification Section 012200 - "Unit Prices" for additional information.
If Section is not provided, then no Unit Costs are required.
5. **Alternates:** Refer to Specification Section 012300 - "Alternates" for additional information.
If Section is not provided, then no Alternates are required.
6. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond,
Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the
stipulated starting date(s) and will substantially complete the Work in accordance with the
project schedule stipulated in Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed)

(Initials)

12. **Authorized Signature:**

(Signature)

(Name - Printed)

(Title - Printed)

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
- a. Bid Form.
 - b. Bid Bond – AIA Document A310.
 - c. Corporate Resolutions.
 - d. Non-Collusive Affidavit.
 - e. Iran Divestment Act Certificate.
 - f. Contractor Registration.
 - g. Insurance Certificate Form.

14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction to Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

SECTION 004104 - BID FORM CONTRACT NO. 3-04 – ELECTRICAL CONSTRUCTION (EC)

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

BID TO (Owner): Attention: Purchasing Agent
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

PRIME CONTRACT: Contract No. 3-04 - Electrical Construction (EC)

PROJECT TITLE: Washingtonville Central School District
2024 Capital Project Phase 3

SED Control Numbers

Washingtonville Middle School	SED No. 44-01-02-06-0-001-023
Washingtonville High School	SED No. 44-01-02-06-0-007-033
Taft Elementary School	SED No. 44-01-02-06-0-002-019

ARCHITECTS PROJECT NO: 228-2401.03

1. **Representations:** By making this Bid, the Bidder represents that:
The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** _____
(Words)

(\$ _____)
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

3. **Allowances:** Refer to Specification Section 012100 - "Allowances" for additional information.

Contingency Allowance No. CA-EC-3-04-001: Electrical Construction
Contingency Allowance for work at Washingtonville Middle School in the amount
of \$30,000.00 lump sum

Contingency Allowance No. CA-EC-3-04-002: Electrical Construction
Contingency Allowance for work at Washingtonville High School in the amount of
\$60,000.00 lump sum.

Total Value of All Allowances: Provide total of all Allowance values above.

(Words) (Figures)

4. **Unit Costs:** Refer to Specification Section 012200 - "Unit Prices" for additional information.
If Section is not provided, then no Unit Costs are required.
5. **Alternates:** Refer to Specification Section 012300 - "Alternates" for additional information.
If Section is not provided, then no Alternates are required.
6. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond,
Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the
stipulated starting date(s) and will substantially complete the Work in accordance with the
project schedule stipulated in Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed)

(Initials)

12. **Authorized Signature:**

(Signature)

(Name - Printed)

(Title - Printed)

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
- a. Bid Form.
 - b. Bid Bond – AIA Document A310.
 - c. Corporate Resolutions.
 - d. Non-Collusive Affidavit.
 - e. Iran Divestment Act Certificate.
 - f. Contractor Registration.
 - g. Insurance Certificate Form.

14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction to Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

SECTION 004105 - BID FORM CONTRACT NO. 3-05 – PLUMBING CONSTRUCTION (PC)

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

BID TO (Owner): Attention: Purchasing Agent
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

PRIME CONTRACT: Contract No. 3-05 - Plumbing Construction (PC)

PROJECT TITLE: Washingtonville Central School District
2024 Capital Project Phase 3

SED Control Numbers

Washingtonville Middle School SED No. 44-01-02-06-0-001-023

Washingtonville High School SED No. 44-01-02-06-0-007-033

Taft Elementary School SED No. 44-01-02-06-0-002-019

ARCHITECTS PROJECT NO: 228-2401.03

1. **Representations:** By making this Bid, the Bidder represents that:
The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2. **Base Bid:** _____
(Words)

(\$ _____)
(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda:** The Bidder acknowledges receipt of the following Addendum:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. **Allowances:** Refer to Specification Section 012100 - "Allowances" for additional information.

Contingency Allowance No. CA-PC-3-05-001: Plumbing Construction
Contingency Allowance for work at Washingtonville Middle School in the amount
of \$25,000.00 lump sum

Contingency Allowance No. CA-PC-3-05-002: Plumbing Construction
Contingency Allowance for work at Washingtonville High School in the amount of
\$45,000.00 lump sum.

Total Value of All Allowances: Provide total of all Allowance values above.

(Words) (Figures)

5. **Unit Costs:** Refer to Specification Section 012200 - "Unit Prices" for additional information.
If Section is not provided, then no Unit Costs are required.
6. **Alternates:** Refer to Specification Section 012300 - "Alternates" for additional information.
If Section is not provided, then no Alternates are required.
7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond,
Certified Check, Cash in the amount of 5% of the written Base Bid amount.
8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the
stipulated starting date(s) and will substantially complete the Work in accordance with the
project schedule stipulated in Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.
11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed)

(Initials)

12. **Authorized Signature:**

(Signature)

(Name - Printed)

(Title - Printed)

(Date)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
- a. Bid Form.
 - b. Bid Bond – AIA Document A310.
 - c. Corporate Resolutions.
 - d. Non-Collusive Affidavit.
 - e. Iran Divestment Act Certificate.
 - f. Contractor Registration.
 - g. Insurance Certificate Form.

14. **Supplementary Bid Information:** If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instruction to Bidders" within 3 working days the following:

- a. Contractor Statement of Qualifications – AIA Document A305.
- b. Proposed Subcontractor List.
- c. Proposed Equivalent List.
- d. Schedule of Values.
- e. Project Manager Resume.
- f. Bi-Weekly Material Equipment Status Report

 AIA[®] Document A310[™] – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

BOND AMOUNT: \$**PROJECT:***(Name, location or address, and Project number, if any)*

Washingtonville CSD 2024 Capital Project - Phase 3
Washington Middle School SED No. 44-01-02-06-0-001-023
Washington High School SED No. 44-01-02-06-0-007-033

Taft Elementary School SED #44-01-02-06-0-002-019
CSArch Project No. 228-2401.03

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

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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.

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 Twentieth day of May , Two Thousand Twenty-Five

CONTRACTOR AS PRINCIPAL *(Signature)*

(Printed name and title)

(Witness)

SURETY *(Signature)*

(Printed name and title)

(Witness)

SECTION 004333 - PROPOSED PRODUCTS FORM

PARTICULARS

1.1 The following is the List of Equipment referenced in the bid submitted by:

1.2 (Bidder) _____

1.3 TO (Owner): Washingtonville Central School District

1.4 dated _____ and which is an integral part of the Bid Form.

IF BIDDER PROPOSES TO USE MATERIALS AND EQUIPMENT OTHER THAN THOSE SPECIFIED, HE SHALL LIST BELOW ANY EQUIVALENTS HE PROPOSES TO USE.

MATERIALS AND EQUIPMENT NOT LISTED ON THIS SHEET AND NOT PROPOSED, AS EQUIVALENTS IN THE BID MAY NOT BE CONSIDERED, EVALUATED, OR ACCEPTED AS EQUIVALENTS AFTER THE BIDS ARE RECEIVED.

THIS IDENTIFICATION OF EQUIVALENT IS REQUIRED OF BIDDER(S) AS PART OF THE SUPPLEMENTARY BID FORMS AND IS IN PARTIAL FULFILLMENT OF REQUIREMENTS OF THE INSTRUCTIONS TO BIDDERS. EQUIVALENTS MAY AFFECT OWNER'S ACCEPTANCE OF THE BID AND DECISION TO AWARD CONTRACT. ADDITIONAL DATA ON EQUIVALENTS MAY BE REQUESTED FROM SELECTED BIDDER(S) AFTER THE BID OPENING IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS.

ADDITIONAL SHEETS WILL BE PROVIDED ON REQUEST:

	SPECIFICATION SECTION	SPECIFIED ITEM	PROPOSED EQUIVALENT
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____

CSArch
Project No. 228-2401.03

Washingtonville Central School District
2024 Capital Project Phase 3

G.	_____	_____	_____
H.	_____	_____	_____
I.	_____	_____	_____

END PROPOSED PRODUCTS FORM

SECTION 004336 - PROPOSED SUBCONTRACTORS FORM

PARTICULARS

- 1.1 Herewith is the list of Subcontractors referenced in the bid submitted by:
- 1.2 (Bidder) _____
- 1.3 TO (Owner): Washingtonville Central School District
- 1.4 Dated _____ and which is an integral part of the Bid Form.
- 1.5 The following work will be performed (or provided) by Subcontractors and coordinated by us:

SHOULD ANY PART OR PORTION OF THE WORK BE PLANNED FOR SUBCONTRACTING, LIST THE NAME, ADDRESS, AND PHONE NUMBERS OF ALL SUBCONTRACTORS THAT BIDDER(S) PROPOSES TO USE ON THIS CONTRACT AND THE WORK ASSIGNED TO EACH. PLEASE PRINT IN INK OR TYPE IN THE SPACES PROVIDED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

THIS IDENTIFICATION OF SUBCONTRACTORS IS REQUIRED OF BIDDER(S) AS PART OF THE SUPPLEMENTARY BID FORMS AND IS IN PARTIAL FULFILLMENT OF REQUIREMENTS OF THE INSTRUCTIONS TO BIDDERS. ADDITIONAL DATA ON PROPOSED SUBCONTRACTORS MAY BE REQUESTED FROM SELECTED BIDDERS AFTER THE BID OPENING IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS.

LIST OF SUBCONTRACTORS

NAME	DISCIPLINE	ADDRESS	PHONE

CSArch
Project No. 228-2401.03

Washingtonville Central School District
2024 Capital Project Phase 3

END OF SECTION 004336

SECTION 004503 - INSURANCE CERTIFICATION FORM

NAME OF PROJECT: WASHINGTONVILLE CSD 2024 CAPITAL PROJECT - PHASE 3

Your insurance representative must complete form below in order to be considered for the award of this bid or project, and it's important that you complete the Bidder's Acknowledgement section of this form. Please note that this Insurance Certificate form must accompany your bid submission in order for your bid to be considered.

INSURANCE REPRESENTATIVE'S ACKNOWLEDGEMENT:

We have reviewed the insurance requirements set forth in AIA A132-2019 Exhibit A and Article 11 of the General Conditions of the Contract for Construction (AIA A232-2019) and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes No

Representative's Signature: _____ Date: _____

BIDDER'S ACKNOWLEDGEMENT:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that this Insurance Certification form must be submitted with my bid and my inability to provide the required insurances may result in the rejection of my bid, and the Washingtonville Central School District may award the contract to the next lowest/responsive bidder.

Firm Name: _____

Address: _____

Bidder's Signature: _____ Date: _____



AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

ADDITIONS AND DELETIONS:

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NAME OF PROJECT:

Washingtonville Central School District - 2024 Capital Project Phase 3
Washingtonville Middle School SED #44-01-02-06-0-001-025
Washingtonville High School SED #44-01-02-06-0-007-032
Taft Elementary School SED #44-01-02-06-0-002-019
CSArch Project No. 228-2401.03

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☒ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

CONTRACTOR'S Authorized Representative
(Signature)

BY:

(Printed name and title)

Date

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:



AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eleventh day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

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§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)





AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eleventh day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?
- .2 been terminated for any reason except for an owners' convenience?
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
- .4 filed any lawsuits or requested arbitration regarding a construction project?

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- 
- .5 not been awarded a contract for which you submitted the lowest bid? If you have answered yes, provide project name, contract description, contact information for project Owner, Architect and/or Construction Manager and reason for not being awarded the contract

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?



AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eleventh day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Washingtonville Central School District - 2024 Capital Project Phase 3

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

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§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:





AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

SECTION 004519 - CERTIFICATE OF NON-COLLUSION

The following provisions of the New York State General Municipal Law form a part of the Bidding Requirements:

NON-COLLUSIVE BIDDING CERTIFICATE

- (a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of his or her 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 competition, 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 or not to submit a bid for the purpose of restricting competition.
- (b) A Bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall so furnish with the 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 competition.

The fact that a 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 subparagraph (a).

- (c) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, 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.
- (d) The person signing this Bid or Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his behalf.

Signature_____

Date_____

Title:_____Federal ID NO.: _____

Business Address: _____

Telephone:_____ Facsimile:_____

END OF SECTION 004519

DOCUMENT 004520 - IRAN DIVESTMENT ACT AFFIDAVIT

The following provisions of the New York State General Municipal Law form a part of the Bidding Requirements:

IRAN DIVESTMENT ACT CERTIFICATE

- (a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of his or her knowledge and belief:
 - (1) That the Bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the New York State finance law.
 - (2) By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder / Contractor (or any assignee) certifies that once the prohibited entities list is posted on the Office of General Services (OGS) website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list; and
 - (3) Additionally, Bidder / Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.
- (b) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph (a) of this subdivision on a case-by-case basis if:
 - (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.
- (c) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, 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-engagement in investment activities in Iran as the act and deed of the corporation.
- (d) The person signing this Bid or Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his behalf.

Signature _____

Date _____

Title _____

Federal ID No.: _____

Business Address: _____

Telephone: _____

Email: _____

DOCUMENT 004543 - CORPORATE RESOLUTIONS

INCLUDE WITH BID FORM(S) IF BIDDER IS AN INDIVIDUAL:

By: _____
(Signature)

(Print or type individual's name and title)

(Business Address)

Business Phone	Facsimile
----------------	-----------

INCLUDE WITH BID FORM(S) IF BIDDER IS A PARTNERSHIP:

(Print or type name of firm)

BY: _____
(Signature of general partner)

(Print or type general partner's name and title)

(Business Address)

Business Phone	Facsimile
----------------	-----------

INCLUDE WITH BID FORM(S) IF BIDDER IS A CORPORATION:

(Print or type name of corporation)

(State of incorporation)

BY: _____
(Signature of president or vice-president)

(Print or type individual's name and title)

(Business Address)

Business Phone

Facsimile

ATTEST: _____
(By corporate secretary or assistant secretary)

(Print name and title)

CSArch
Project No. 228-2401.03
Corporate Seal

Washingtonville Central School District
2024 Capital Project Phase 3

 AIA® Document A132® – 2019**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Twenty-Five

(In words, indicate day, month, and year.)

BETWEEN the Owner:

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

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

and the Contractor:

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

for the following Project:

(Name, location, and detailed description)

Washingtonville Central School District - 2024 Capital Project Phase 3

Washingtonville Middle School SED No. 44-01-02-06-0-001-023
Washingtonville High School SED No. 44-01-02-06-0-007-033
Taft Elementary School SED No. 44-01-02-06-0-002-019

CSArch Project No. 228-2401.03

The Construction Manager:

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

Arris Contracting Company, Inc.
189 Smith Street
Poughkeepsie, NY 12601

The Architect:

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

CSArch
19 Front Street
Newburgh, NY 12550

The Owner and Contractor agree as follows.

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Owner.
- ☐ [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

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

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ [X] Stipulated Sum, in accordance with Section 4.2 below
- ☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below
- ☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

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

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

Per section 012900 of the Project Manual

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the Fifth day of a month with all required supporting information and documentation required by the Contract Documents, the Owner shall make payment of the amount certified to the Contractor not later than the Fifth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the application will be deemed late. A late Application for Payment will be considered complete on the fifth day of the subsequent month and the Owner shall make payment of the amount certified shall be made to the Contractor not later than the fifth day of the following month.

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

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

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

At the discretion of the Owner.

§ 5.2 Final Payment

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

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

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

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

Zero Percent (0%)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.
- ☒ Litigation in a court of competent jurisdiction.
- ☐ Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

Sandra Clohessy, Assistant Superintendent of Schools
Washingtonville Central School Distri
52 West Main Street
Washingtonville, NY 10992
845-497-4000, Ext 27033

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract, Construction Manager as Adviser Edition and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Relationship of the Parties

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

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Drawings

Number	Title	Date
Exhibit B	List of Drawings	

- .4 Specifications

Section	Title	Date	Pages
Exhibit A	Table of Contents		

- .5 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

- .6 Other Exhibits:

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

- [] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- [] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- [] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C - Prevailing Rate of Wages Specification Section 007343 outlining responsibility and instructions to obtain the Prevailing Wage Schedule and respective updates.

Execution of the Agreement acknowledges the receipt of these Exhibits and access to this information hereto.

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



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)

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

CONSTRUCTION CONTRACT

Date: 05-20-2025

Amount: \$ 0.00

Description:

(Name and location)

Washingtonville Central School District - 2024 Capital Project Phase 3
Washingtonville Middle School SED No. 44-01-02-06-0-001-023
Washington High School SED No. 44-01-02-06-0-007-033
Taft Elementary School SED No. 44-01-02-06-0-002-019

CSArch Project No. 228-2401.03

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this 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.

Company: *(Corporate seal)*

Company: *(Corporate seal)*

CONTRACTOR AS PRINCIPAL

(Signature)

SURETY *(Signature)*

(Printed name and title)

(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other
party:)*



§ 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:

(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)

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

CONSTRUCTION CONTRACT

Date: 05-21-2,025

Amount: \$ 0.00

Description:

(Name and location)

Washingtonville Central School District - 2024 Capital Project Phase 3
Washingtonville Middle School SED #44-01-02-06-0-001-023
Washingtonville High School SED #44-01-02-06-0-007-033
Taft Elementary School SED #44-01-02-06-0-002-019

CSArch Project No. 228-2401.03

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

Company: *(Corporate seal)*

Company: *(Corporate seal)*

CONTRACTOR AS PRINCIPAL

(Signature)

BY: TBD

(Printed name and title)

SURETY *(Signature)*

BY: TBD

(Printed name and title)

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.

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Collins+Scoville Architecture |
Engineering | Construction
Management, D.P.C. dba CSArch



§ 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:

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



AIA[®] Document C106[™] – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Twenty-Five

(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data (“Transmitting Party”):

(Name, address, and contact information, including electronic addresses)

and the Party receiving the Digital Data (“Receiving Party”):

(Name, address, and contact information, including electronic addresses)

for the following Project:

(Name and location or address of the Project)

Washingtonville Central School District - 2024 Capital Project Phase 3

Washingtonville Middle School SED #44-01-02-06-0-001-023

Washingtonville High School SED #44-01-02-06-0-007-033

Taft Elementary School SED #44-01-02-06-0-002-019

CSArch Project No. 228-2401.03

for the following Digital Data (“Digital Data”):

(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party’s use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as “confidential.”

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

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User Notes:

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.

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as “confidential,” the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days’ notice to the Transmitting Party 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 Receiving Party may also disclose Confidential Digital Data 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.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party’s modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party’s rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
(Choose only one option below.)

☐ § 3.1.1 The Digital Data is transmitted solely for the Receiving Party’s information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party’s sole risk. The Receiving Party accepts the Digital Data “as is” without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party’s intended use.

☒ § 3.1.2 Other:
(Identify terms, permitted uses, or other conditions related to the Digital Data.)

Revit and/or AutoCAD files will be provided as an accommodation at your request. Due to the nature of electronic data files, the Transmittal Party does not guarantee that the information in these files is identical to the bidding documents. Bid addenda may not have been incorporated into these files. If there are any discrepancies, the bidding documents and subsequent addenda constitute the contract requirements.

The Receiving Party agrees to transmit to the Transmitting Party at the end of the term of this agreement the Revit model including any information added by the Receiving Party.

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

TRANSMITTING PARTY *(Signature)*

(Printed name and title)

RECEIVING PARTY *(Signature)*

(Printed name and title)

Document G732® – 2019

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: Washingtonville Central School District 52 West Main Street Washingtonville, New York 10992	PROJECT: Washingtonville CSD 2024 Capital Project Phase 3 Washingtonville MS SED #44-01-02-06-0-001-023 Washingtonville HS SED #44-01-02-06-0-007-033 Taft ES SED #44-01-02-06-0-002-019	APPLICATION NO: 001 PERIOD TO: May 21, 2025	DISTRIBUTION TO: OWNER : [] CONSTRUCTION MANAGER : [] ARCHITECT : [] CONTRACTOR : [] FIELD : [] OTHER : []
FROM CONTRACTOR: CONTRACT FOR:	VIA CONSTRUCTION MANAGER: VIA ARCHITECT: CSArch	CONTRACT DATE: 05-21-2025 PROJECT NOS: 228-2401.03	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGES IN THE WORK.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)....	\$0.00
5. RETAINAGE:	
a. 0.00% of Completed Work	
(Column D + E on G703: \$0.00)= \$0.00	
b. 0.00% of Stored Material	
(Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b, or Total in Column I on G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this day of

Notary Public:

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

(Line 3 minus Line 6)	\$0.00	
SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month including Constructions Change Directives	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES IN THE WORK		\$0.00

By: _____ Date: _____

ARCHITECT:(NOTE: if multiple Contractor are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G703® – 1992

Continuation Sheet

AIA Document G702[®], Application and Certification for Payment, or G732[™], Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Washingtonville CSD 2024
Capital Project Phase 3
Washingtonville MS
SED #44-01-02-06-0-001-023
Washingtonville HS
SED #44-01-02-06-0-007-033
Taft ES
SED #44-01-02-06-0-002-019

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

001

05-21-2025

May 21, 2025

228-2401.03

[illegible]



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Washingtonville Central School District -
2024 Capital Project Phase 3
Washingtonville Middle School
SED #44-01-02-06-0-001-023
Washingtonville High School
SED #44-01-02-06-0-007-033
Taft Elementary School
SED #44-01-02-06-0-002-019

ARCHITECT'S PROJECT NUMBER:
228-2401.03
CONTRACT FOR:

CONTRACT DATED:
05-21-2025

OWNER: []
ARCHITECT: []
CONTRACTOR: []
SURETY: []
OTHER: []

TO OWNER: *(Name and address)*
Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent
of Surety is required. AIA Document
G707, Consent of Surety, may be used
for this purpose
Indicate Attachment [] Yes [] No

*The following supporting documents should
be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of
Liens, conditional upon receipt of final
payment.
2. Separate Releases or Waivers of Liens
from Subcontractors and material and
equipment suppliers, to the extent
required by the Owner, accompanied by
a list thereof.
3. Contractor's Affidavit of Release of
Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Washingtonville Central School District - 2024 Capital Project Phase 3 Washingtonville Middle School SED #44-01-02-06-0-001-023 Washingtonville High School SED #44-01-02-06-0-007-033 Taft Elementary School SED #44-01-02-06-0-002-019	ARCHITECT'S PROJECT NUMBER : 228-2401.03	OWNER: []
TO OWNER: <i>(Name and address)</i> Washingtonville Central School District 52 West Main Street Washingtonville, New York 10992	CONTRACT FOR:	ARCHITECT: []
	CONTRACT DATED: 05-21-2025	CONTRACTOR: []
		SURETY: []
		OTHER: []

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED
HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Washingtonville Central School District -
2024 Capital Project Phase 3
Washingtonville Middle School
SED #44-01-02-06-0-001-023
Washingtonville High School
SED #44-01-02-06-0-007-033
Taft Elementary School
SED #44-01-02-06-0-002-019

ARCHITECT'S PROJECT NUMBER:

228-2401.03

CONTRACT FOR:

CONTRACT DATED:

05-21-2025

OWNER: []

ARCHITECT: []

CONTRACTOR: []

SURETY: []

OTHER: []

TO OWNER: *(Name and address)*

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

SURETY *(Signature)*

(Printed name and title)

Attest:

(Seal):



AIA® Document A232® – 2019

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

for the following PROJECT:

(Name, and location or address)

Washingtonville Central School District - 2024 Capital Project Phase 3
Washingtonville Middle School SED #44-01-02-06-0-001-023
Washingtonville High School SED #44-01-02-06-0-007-033
Taft Elementary School SED #44-01-02-06-0-002-019
CSArch Project No. 228-2401.03

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Arris Contracting Company, Inc.
189 Smith Street
Poughkeepsie, NY 12601

THE OWNER:

(Name, legal status, and address)

Washingtonville Central School District
52 West Main Street
Washingtonville, New York 10992

THE ARCHITECT:

(Name, legal status, and address)

CSArch
19 Front Street
Newburgh, NY 12550

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT AND CONSTRUCTION MANAGER**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

- 
- 10 PROTECTION OF PERSONS AND PROPERTY
 - 11 INSURANCE AND BONDS
 - 12 UNCOVERING AND CORRECTION OF WORK
 - 13 MISCELLANEOUS PROVISIONS
 - 14 TERMINATION OR SUSPENSION OF THE CONTRACT
 - 15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

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

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

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

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

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

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

§ 1.1.11 Nothing in the Contract Documents shall relieve Contractor from its requirement to comply with all applicable statutory requirements and other governmental codes, rules and regulations, including without limitation, those contained in New York State Education Law §33813.

§ 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. If, in the interpretation of the Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawing and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. 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** All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
- .2** The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractor or any of the Prime Contractors in making their own takeoffs.
- .3** It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications, but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect in writing.

§ 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.

§ 1.2.1.2 Should any of Contract Documents be inconsistent in themselves or with each other, the Contractor shall request written clarification from the Architect to resolve any such inconsistency.

§ 1.2.1.3 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents (and the sites, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the sites and all improvements thereon, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted. The Contractor shall also review accessibility and general character of the site or building(s), the extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submission of his bid.

§ 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** Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.
- .2** It shall be the Contractor's responsibility, when subcontracting any portion of the Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the specifications in which the work is described.

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

§ 1.2.4 Within the Contract Documents for which each Prime Contractor is responsible, any Work included by reference in any section to another Specification's Section shall be included as Work under the Contract, whether or not it is called for under the Section referred to. Failure to cross-reference such items shall not relieve the Contractor or any Prime Contractor from the obligations to provide such work.

§ 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.

§1.4.1 Severability In the event that any term or provision, or part thereof, of this General Conditions and the Contract Documents is held to be illegal, invalid or unenforceable under applicable law, by a court of competent jurisdiction, such term or provision, or part thereof, shall be deemed ineffective to the extent of such invalidity or unenforceability only, and severed from the General Conditions and/or the Contract Documents, and the remaining term(s) and provision(s) shall remain unaffected thereby.

§ 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, except to the extent of the Owner’s rights as set forth in the Owner-Architect Agreement, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7.2 Contractor's use of Instruments of Service in Electronic Form

§ 1.7.2.1 The Architect may, with the concurrence of the Owner and upon compensation by the Contractor to the Architect, furnish to the Contractor versions of Instruments of Service in digital form. The Instruments of Service executed or identified in accordance with Subparagraph 1.1.7 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means.

§ 1.7.2.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Communication

§ 1.9.1 Construction Manager, Contractor and Architect shall meet periodically at mutually agreed upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in these meetings, the parties do not intend to create additional contractual obligations or modify the legal relationships which may already exist.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.5 The Owner shall furnish, upon written request only and as necessary to complete this work, surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.7 The Contractor and/or Prime Contractors will be furnished, free of charge, two sets of the Contract Drawings and Project Manuals. Additional sets will be furnished at cost of reproduction and postage and handling when applicable. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them via one of the Prime Contracts.

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to permit the Owner to reasonably infer that the Contractor will not be able to complete the Work within the Contract Time or fails to remove, bond or discharge (within thirty [30] days after actual notice or notice pursuant hereto from the Owner or the Construction Manager) any lien filed upon or against Owner's property or against the Project funds by anyone claiming by, through, or under Contractor, or disregards the instructions of Construction Manager, Architect or Owner when such instructions are based upon the requirements of 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 to the satisfaction of the Owner, in its discretion; 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.

§ 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 or is otherwise in default of any material term of 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 or deficiencies. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure, and the Owner's expenses, including but not limited to its reasonable attorneys' fees. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Right to Audit Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until six (6) years after Final Payment. In addition, the Contractor shall make it a condition of all subcontracts relating to the Work that any and all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until six (6) years after its completion.

§ 2.7 Acceleration Clause

§ 2.7.1 The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the written acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

§ 2.7.2 In order to recover additional costs due to a written acceleration directive, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner’s Project Representative.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.1.1 The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any other improvements located on the Project site. As required by this Contract, the Contractor shall be responsible for providing a safe place for the performance of the Work.

§ 3.2.1.2 The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and the Addenda, if any, are sufficient to enable the Contractor to construct the Work outlined therein in accordance with all federal, state and local statutes, laws, codes, ordinances, regulations, rules, and lawful orders of public authorities as they apply to the Work, and otherwise to fulfill all of its obligations under 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted in writing to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.2.1 The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor’s failure to coordinate work with actual field measurements.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the

Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

§ 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.

§ 3.2.5.2 The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 3.2.5.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

§ 3.2.5.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

§ 3.2.5.5 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.

§ 3.2.5.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the

Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. Each contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the project.

§ 3.3.1.1 All loss, damage, or liability, or cost of correcting defective Work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor notwithstanding that such construction means, methods, techniques, sequences or procedures may be referred to, indicated or implied by the Contract Documents; it being understood that in no event shall the Owner, Construction Manager or Architect have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work.

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

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

§ 3.3.4 The Contractor shall inspect all materials as delivered to the premises and shall reject all materials that will not conform with the Contract Documents when properly installed.

§ 3.3.5 During period of active Construction, the Contractor shall consult daily and cooperate with the Construction Manager. On a daily basis, the Contractor shall keep the Construction Manager and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.

§ 3.3.6 Within 15 days of the date of the Notice to Proceed, each Contractor shall submit to the Construction Manager and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.

§ 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 The Contractor agrees to furnish sufficient staff with the requisite experience (in projects of comparable type, size and location) and competent Project construction team familiar with local conditions for the overall performance of the Work of the Project to meet the Project Schedule in the Specifications.

§ 3.4.3 After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). Substitutions shall satisfy the following conditions:

- .1 The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
- .2 Requests for substitutions must be submitted at the time that bids are received.
- .3 Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved in writing by the Architect and Owner.
- .4 Each request shall include the name of the material, product, or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
- .5 Each request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
- .6 The burden of proof of the merit of the proposed substitution is upon the proposer.
- .7 The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
- .8 Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the marketplace and only at "no change" or "credit" to Contract amount.

- .9 Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect:

- .a Redesign required for any of the Work.
- .b Material or quantity changes for any of the Work.
- .c Delays in any of the Work.
- .d Requests for information generated due to substitutions.

§ 3.4.4 The Contractor, as indicated in the Instructions to Bidders, shall furnish in writing to the Owner through the Construction Manager a list showing the name of the manufacturer proposed to be used for equivalents of products identified in the Specifications, and where applicable, the name of the installing subcontractor. By identifying and submitting a proposed manufacturer and/or installer the Contractor warrants that products furnished and/or installed by them conform to such requirements of the Contract Documents. The Construction Manager, in conjunction with the Architect will reply with reasonable promptness to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.

- .1 If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- .2 Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents
- .3 Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.

§ 3.4.4.1 Labor Harmony The Contractor shall employ only labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform any portion of its Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the Work under any circumstance. Should it become necessary to create a separate entrance for a Contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads, and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

§ 3.4.4.2 The Contractor shall insure that its Work continues uninterrupted pursuant to the Project schedule during the pendency of any labor dispute.

§ 3.4.4.3 The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

§ 3.4.5 The Contractor shall comply with the most current Contract Requirements (including, but not limited to, the new requirement that all contractors performing public works contracts must register with the NYS Department of Labor prior to submitting bids or performing work on a public works project per Section 220-I of the NYS Labor Law) and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

§ 3.4.6 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.

§ 3.4.7 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

§ 3.4.8 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

§ 3.4.9 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.

§ 3.4.10 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

§ 3.4.11 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

§ 3.4.12 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

§ 3.4.13 As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contain zero percent (0%) asbestos.

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

1. A sufficient force of competent experienced workmen, foremen and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.
2. Any worker or other person involved in the performance of the Work who, in the reasonable opinion of the Architect, Construction Manager, or Owner, is incompetent or careless in the execution of the Work or otherwise unsatisfactory, shall be immediately removed upon the written request of the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.2 All warranties and/or guarantees shall include labor and materials and shall be signed by the manufacturer or Subcontractor, as the case may be, and countersigned by the Contractor. All warranties shall be addressed and assigned to the Owner and delivered to the Construction Manager upon completion of the Work and before the request for Final Payment. Contractor shall perform all Work in such a manner so as to preserve any and all such manufacturers' warranties.

§ 3.5.2.1 The Contractor will exercise its best efforts to service and to enforce for the benefit of Owner all manufacturers' warranties on all materials, equipment and fixtures incorporated into the Work.

§ 3.5.3 The warranties set forth herein shall survive completion, expiration and/or termination of this Contract.

§ 3.6 Taxes

Exempt from Sales Tax: New York State Sales Tax is not applicable to any materials and supplies to be incorporated into Work under the terms of the Contract, the Owner being exempt therefrom. There is no exemption from the sales or use tax on charges to the Contractor or subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractors and subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included

in executed Base Bid.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 The Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.

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

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

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

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

§ 3.8.2 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 full time during performance of the Work. The superintendent shall be the same individual throughout the duration of the project and shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

§ 3.9.4 Should the superintendent leave the Contractor's employ, Contractor shall promptly designate a new qualified superintendent who is acceptable to the Owner, Construction Manager and Architect.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain, at the Project site for the Owner, two sets of record Drawings and one set of record Specifications, Addenda, Change Orders, Allowance Authorization, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples, and similar required submittals in good order and condition. Each Prime Contractor shall mark these documents on a weekly basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on the Contract or Shop Drawings. Particular attention shall be given to site utilities, the location of valves, HVAC equipment, all ductwork and major electrical conduit. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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

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

§ 3.12.7 Work performed without approved shop drawings, product data, samples or similar submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments on approved submittals. Any portion of the Work performed prior to review and approval by the Construction Manager and Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without prior written approval of the Construction Manager and Architect.

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the

Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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

§ 3.13 Use of Site

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

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

§ 3.13.3 The Contractor shall be responsible for enforcing the Owner's security and access policies and procedures and the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site.

- .1 No smoking, vaping, or use of tobacco products on school grounds and within 100 feet of the boundary of any school building.
- .2 No drinking of alcoholic beverages, ingesting of anything with THC, marijuana, CBD, CBG, etc. or use of controlled substances. Any use of marijuana in any form on school grounds is strictly prohibited.
- .3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances (including prescription medication).
- .4 No use of indecent, discriminatory, or vulgar language or display of indecent, discriminatory or vulgar images, publications or terms.
- .5 No use of radios or other entertainment devices.
- .6 No horseplay or dangerous behavior.
- .7 No firearms or other weapons.
- .8 No communication with staff or students.

§ 3.13.4 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so, without notice to the Contractor, and the Owner shall be entitled to reimbursement from the Contractor. Upon completion of the work and prior to final inspection and acceptance of the same by the Owner, the Contractor shall thoroughly clean all Work, remedy any defects, and leave the Project in good condition.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with full and free access to the Work in preparation and progress wherever located including to inspect job materials, equipment, fabrication, facilities, and storage locations, at and away from the Project site.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. It is expressly understood that the Contractor indemnify and hold harmless obligations shall also include all expenses, including attorney's fees and expenses incurred in security indemnity and hold harmless from Contractor.

§ 3.18.3 In indemnification provisions contained in this §3.18 shall survive the completion or termination of the Contract.

§ 3.19 Daily Records Clause

§ 3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the Work on a daily basis. Such daily records shall include a detailed daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.

§ 3.19.2 In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

§ 3.19.3 Such daily records shall be copied and provided to the Owner at the end of every week.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

§ 4.1.2 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 and Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's Representative (1) during construction, (2) until 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 For the benefit of the Owner, and not the Contractor, 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, in its professional judgment, the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

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

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

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

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

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

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

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives which shall not become effective until approved by the Owner or the Owner's Representative in writing, when authorized by the Owner.

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

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

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of

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

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

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

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. The Architect will not be liable for the results of any such interpretations or decisions rendered in good faith and in accordance with its reasonable and sound professional judgment.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness but, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. 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 and/or supply, labor, materials or other services with respect to a portion of the work, and includes but is not limited to, Specialist and Specialty Contractors, for the Project. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material or other services with respect to a portion of the Work. 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 As stated in the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify in writing for review by the Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.3.1 Immediately upon execution, Contractors shall forward to the Construction Manager one (1) executed copy of each and every Subcontract with each Subcontractor. The duty to provide said documents shall continue throughout the time of the Contract with the Owner.

§ 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 from and after the date on which the Owner determines to accept any subcontract agreement(s), the Owner assumes the Contractor's rights and obligations under the subcontract. The Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

§ 5.4.2 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may, without prior written notice, clean up with its own employees or a cleaning contractor, and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or field order for a minor change in the Work, issued by the Architect or Construction, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders shall be submitted in total amounts for a particular change and not in installments for each trade thereafter. All partial Change Order submissions will be rejected and returned to the Contractor for completion.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. A change in the Contract Sum or Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no course of conduct or dealings between the Parties or express or implied acceptance of alterations or additions to the Work shall be the basis of any Claim for an increase in the Contract Sum or any amounts due under the Contract Documents or an extension of the Contract Time.

§ 7.2 Change Orders

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

Manager, Architect, and Contractor, stating their agreement upon all of the following:

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

§ 7.2.1 A change order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance directly related to the work, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, directly related to the work; and
- .5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

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

§ 7.3.6 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.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit not to exceed ten (10%) percent shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.3.10 Agreement to any Change Order (whether resulting from Change Order request/Claim by Contractor or Construction Change Directive or otherwise) shall constitute a final settlement by Contractor of all matters arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and/or the Contract Time.

§ 7.4 Overhead and Profit

§ 7.4.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.4.1.a The Contractor: For Work performed by the The Contractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and materials (L+M).

.1 Example: Total Contractor Amount = (L+M) + 10% O&P

§ 7.4.1.b Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Contractor, for work performed by that Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount = (L+M) + 10% O&P

.2 Example: Total Contractor Amount = Total Subcontract Amount + 5% O&P

§ 7.4.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P

.2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P

.3 Example: Total Contractor Amount = Subcontractor Amount + 5% O&P

§ 7.4.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.4.

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. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.

§ 8.1.4 The Date of Final Completion of the Work is the date all of the Work required under the Contract Documents is completed, and all applicable licenses, permits, certificates, or approvals have been obtained by the Contractor and delivered to the Owner to the extent provided for in the Owner–Contractor Agreement.

§ 8.1.5 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.6 Regular School Hours shall mean the time school is in session on any given day. Off Regular Hours shall mean all other time during the day. Regular School Days shall mean days school is in session. (See school calendar).

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. If the Owner, through the Construction Manager, determines that the Contractor is not maintaining the pace of the Work in accordance with the Schedule or otherwise consistent with the Contract Time and such delays are not justified as set forth in § 8.3, then the Owner may require the Contractor to undertake a time recovery plan (including more personnel, overtime and/or double shifts) at the Contractor’s sole expense, to reasonably assure completion of the Work within the Contract Time.

§ 8.3.3 The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect’s preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. **IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR’S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.**

§ 8.3.3.1 An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Architect.

§ 8.3.3.2 Permitting the Contractor to continue with the Work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the Owner of any of its rights under this Contract.

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

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

§ 9.3 Applications for Payment

§ 9.3.1

The Contractor shall submit applications for payment in accordance with Specification Section "Payment Procedures."

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

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

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

§ 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

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

§ 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

§ 9.3.2.2 Payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until their incorporation into the Work. Any theft, damage or other form of loss shall be remedied solely by the Contractor at their expense.

§ 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.

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner at Contractor's expense with reputable counsel approved by the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as "liens" in this Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgment or lien if the reason for the judgment or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, along with all Supporting Documents (as required by the Agreement and Owner), review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's judgment, knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.
- .9 violations of law applicable to the Work which are the responsibility of the Contractor;
- .10 erroneous estimates of the percentage of Work performed;
- .11 Contractor's failure to give notice of errors and inconsistencies; or;
- .12 any other reasonable grounds for objection or withholding as provided in the Agreement or as permitted by law.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect. No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

§ 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. Notwithstanding anything in the Contract to the contrary, the Contractor shall pay each Subcontractor or materialman as required by New York General Municipal Law Section 106(b), for work performed by the Subcontractor or materialman under this Contract. The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to make payment to each of its subcontractors or suppliers for Work performed under this Contract in the same manner and within the same time period as set forth herein.

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

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

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

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

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

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

other claim for payment has been asserted.

§ 9.7 Withholding Payment from Contractor

Notwithstanding anything to the contrary contained in the Contract Documents, if the Owner withholds any payment from the Contractor in good faith with reasonable cause and in accordance with any provision of this General Conditions, then the Contractor shall nevertheless continue to prosecute the Work expeditiously, provided that the Owner immediately notifies the Contractor that it intends to withhold such payment and states the reasons therefor, and the Owner affords the Contractor reasonable opportunity to remedy or cure the condition causing the Owner to withhold such payments.

§ 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 such that the Work shall have been completed and all systems included in the Work shall be operational in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use to the reasonable exclusion of Contractor with only punchlist or minor items remaining which can be corrected or completed without any material interference with Owner's use of the Work. It is a condition precedent to Substantial Completion that the Owner has received all Certificates of Occupancy and any permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project .

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to Architect's first (1st) inspection. 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 punchlist, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm *all* open punchlist items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

§ 9.8.3.2 If the Architect and/or Construction Manager are required to perform more than three (3) inspections because the Work fails to comply with the Contract Documents, the amount of compensation paid to the Architect and/or Construction Manager by Owner for additional services shall be reimbursed by Contractor to Owner and may, at Owner's discretion, be deducted from payments (or final payment) otherwise payable to Contractor, if available.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the

Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

§ 9.8.6 In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

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

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Such occupancy does not relieve the Contractor from completing the Work within the time period specified.

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or

encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all Project closeout documents per the General Conditions of the Contract. 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.

§ 9.10.2.1 Additionally, all warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Construction Manager prior to submission of a final Application for Payment. The Construction Manager and Architect shall additionally not issue the Final Certificate for Payment until the all warranties and guarantees have been received, accepted, and approved, and until the following have occurred:

- .1 the Owner has received the final certificate of occupancy for the Project or that portion of the Project which encompasses the Work of the Contractor, if relevant;
- .2 the Project or that portion of the Project which encompasses the Work of the Contractor has been completed and accepted, and;
- .3 all procedures regarding final payment have been completed and the Owner has received state agency approval (if required) to make final payment, and otherwise all approvals and/or sign-offs have been obtained from any authorities having jurisdiction over the Work or the Project which are required with respect to the Work of this Contract

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

§ 9.10.3.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.1.1 Contractor shall submit its site safety and corporate safety policy/program to the Construction Manager in no event later than within two (2) weeks following issuance of a Notice to Proceed or commencement of Work, whichever is earlier. The safety policy/program shall be in conformance with and meet or exceed OSHA standards and other applicable

federal, state and local statutes, laws, codes, ordinances, regulations, rules, and lawful orders of public authorities. The safety policy/program shall also include provisions requiring Subcontractors to participate in safety training to acquaint such Subcontractors with the provisions of the Regulations of the Commissioner of Education (Section 155.5) and shall set forth how the Contractor plans to maintain a safe work environment.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.2.1 The Contractor agrees in working on the Owner's premises to comply with all applicable codes and safety regulations as they apply to the Work and as set forth in the Occupational Safety and Health Act of 1970 (OSHA), as revised to date.

§ 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, and shall give the Owner reasonable advance notice, and shall maintain on the site, a full set of safety instructions relating to all such materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If the Contractor or any Subcontractor (or any employee or anyone for whom either of them suffers injury or damage to person or property, notice of the injury or damage, whether or not insured, shall be given to the Owner and Construction Manager within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the Owner and Construction Manager to investigate the matter.

§ 10.2.9 The Contractor shall promptly report, in writing, to the Owner, Construction Manager and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details

and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Construction Manager.

§ 10.2.10 If the Contractor shall sustain any loss or damage arising from the nature of the work to be done under this Contract or from any unforeseen or unusual obstructions or difficulties which may be encountered in prosecuting the work or from the actions of the elements including water, wind and frost, the Contractor shall maintain suitable adequate safeguards to protect all property and personnel, public or private.

§ 10.2.11 The Contractor's obligations under this Article shall not be deemed waived, limited or discharge by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty-four (24) hours after receiving a notice of loss or damage or claim from the Owner or Construction Manager. The Contractor shall make a claim on its insurer specially under the provisions of the contractual liability coverages and any other coverages afforded the Owner or the Construction Manager including those of being an additional insured where applicable.

§ 10.3 Hazardous Materials

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

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

§ 10.3.2.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

§ 10.3.3 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.

§ 10.3.4 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.

§ 10.4 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 obtain, pay for and keep in full force and effect during the entire term of this Contract, and during the performance, final completion and acceptance of any work, and after the term of this Contract (as may be

specified herein) the following types of insurance, in a company or companies lawfully licensed to do business in the jurisdiction in which the Project is located, as designated by this Article 11 and any other insurance required by applicable law, regulations, or orders of state, municipality or other entity having jurisdiction over the Work or the Project. The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

Products Completed Operations shall be maintained for 2 years after final completion.

§ 11.1.1.1 Workers Compensation and NYS Disability Insurance and any other federal and/or state coverages as appropriate, including but not limited to: Occupational Disease Benefits, Voluntary Compensation, and Disability Benefits, for not less than the statutory requirements, and if applicable an "Other States Endorsement"; and Statutory Workers' Compensation (c-105.2 or U-26.3); and NYS Disability Insurance for all employees. Proof of Coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A Person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

§ 11.1.1.2 Commercial General Liability Insurance is to be provided under the Insurance Service Office's (ISO) most current for, on a project specific basis, with limits not less than the following required limits:

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Fire Damage:	\$ 100,000
Medical Expense:	\$ 10,000

The general aggregate shall apply on a per-project basis.

Such insurance shall include the following coverages:

- .1 Claims for damages because of bodily injury, occupational sickness or disease, or death;
- .2 Claims for damages insured by usual personal injury liability coverage;
- .3 Claims for damages other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .4 premises operations;
- .5 product liability and completed operations, and the policy shall specifically include coverage for two (2) years of extended completed operations coverage, which will commence immediately following the expiration date of the Commercial General Liability policy;
- .6 Claims for bodily injury or property damage arising out of completed operations;
- .7 Owner's protective;
- .8 Contractor's protective;
- .9 contractual liability covering liabilities assumed under the Contract (including the tort liability of another assumed in a contract), and including, coverage for claims arising out of construction or demolition operations when working within 50 feet of railroad track;
- .10 personal injury and advertising injury liability;
- .11 extended bodily injury coverage with respect to bodily injury resulting from the use of reasonable force to protect persons or property;
- .12 medical payments coverage;
- .13 broad form property damage liability coverage, including coverage for completed operations;
- .14 explosion, collapse, and underground property damage (XCU);
- .15 construction means and methods;
- .16 independent contractors;
- .17 Owner and other's identified herein as additional insured to be specifically evidenced as additional insureds via ISO Endorsements GC 20 10 and CG 20 37;

The Contractor's Commercial General Liability policy shall not contain exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;

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

§ 11.1.1.3 Owner's Contractor's Protective (OCP) Insurance For projects less than or equal to \$1,000,000 and/or on 1 story (10 feet) only; \$1,000,000 per occurrence, \$2,000,000 aggregate with the owner as the named insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the named insured.

The OCP policy must be with a NYS licensed and admitted carrier.

The Owner will be the Named Insured on OCP policies. There will be no Additional Insureds on any OCP policies

§ 11.1.1.4 Automobile Liability Insurance including uninsured/underinsured and medical payment protection, and including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 11.1.1.5 Umbrella/Excess Insurance providing excess coverage in excess of the limits for the insurance coverages required by Sections 11.1.1.1, 11.1.1.2, and 11.1.1.3 above, with such excess/umbrella coverage being at least as broad as each and every one of the underlying policies), with the provision that coverage shall extend for a period of at least two (2) years from the date of final completion and acceptance by Owner of all Work.

\$5,000,000 each occurrence and aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each occurrence and aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

§ 11.1.1.6 Employer's Liability Insurance with policy limits not less than (\$1,000,000) each accident, One Million (\$1,000,000) each employee and One Million (\$1,000,000) policy limit.

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

§ 11.1.2 All insurance shall be written on an occurrence basis. A copy of the additional insured endorsement shall be attached.

§ 11.1.3 The Contractor's insurance requirements shall be provided by an insurance carrier licensed to do business in the State of New York and have an A.M. Best Rating of A(-)8 or better as determine in the most recent A.M. Best Publication, or as may otherwise be agreed by Owner.

§ 11.1.4 Insurance coverage to be provided by the Contractor shall state that the Contractor's coverage shall be "primary" and non-contributing to any insurances (or self-insurance), including any deductible, maintained by, or provided to Owner or the other Additional Insureds; and shall contain a Waiver of Subrogation in favor of Owner and the other Additional Insureds, so that in no event shall the insurance carriers have any right of recovery against Owner, the other Additional Insureds, or the agents or employees or either of them; and shall contain a separation of insured provision (severability of interest clause). If the Owner or another Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 11.1.5 In the event that any of the insurance coverage to be provided by the Contractor contains a deductible or self-insured retention, the Contractor shall indemnify and hold the Owner, and any Additional Insured harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 11.1.6 The Contractor shall require all Subcontractors to carry the same insurance coverages and limits of liability as set forth herein and submit same to the Owner through the Construction Manager and obtain approval prior to start of any Work. This includes an OCP policy. To facilitate the review process, the Contractor shall submit the Subcontractors insurance a minimum of 4 weeks before they are scheduled to start work on site. In the event Contractor fails to obtain the required certificates of insurance from Subcontractor and provide them to Construction Manager and a claim is made or suffered, the Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Owner and the Additional Insureds from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract Documents and shall survive the term or earlier termination of the Contract.

§ 11.1.7 Environmental Impairment Liability (Pollution Insurance) (EIL): All Contractors and Subcontractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$2,000,000 EIL coverage per claim and \$2,000,000 in the aggregate. Owner and all other parties required by this Contract to be Additional Insured, and all others identified by Owner as such, shall be included as Additional Insured on any EIL policy on a primary and non-contributing basis.

§ 11.1.7.1 Professional Liability Insurance: If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability Insurance covering performance of the professional services with policy limits of not less than Two Million (\$2,000,000) per claim and Two Million (\$2,000,000) in the aggregate.

§ 11.1.7.2 Pollution Liability and Professional Liability Insurance may be procured through a Combined Professional Liability and Pollution Liability Insurance policy, with combined policy limits of not less than Two Million (\$2,000,000.00) per claim and Four Million (\$4,000,000.00) in the aggregate.

§ 11.1.8 The Contractor assumes responsibility for all injury or destruction of the Contractor's and Subcontractors' materials, tools, machinery, equipment, appliances, shoring, scaffolding, and personal property of Contractor's and Subcontractors' employees from whatever cause arises. Any policy of insurance secured covering the Contractor's or Subcontractors' property leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

§ 11.1.9 **Additional Insured/Certificate Holder** To the fullest extent permitted by the law, the Contractor shall cause the commercial general liability and other coverage required by the Contract to include the following as Additional Insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations:

- .i Washingtonville Central School District
- .ii Members of the Board of Education of the Washingtonville Central School District
- .iii Arris Contracting Company, Inc.
- .iv Collins+Scoville Architecture | Engineering | Construction Management, D.P.C., d/b/a CSArch; and

- .v Any consultants, directors, partners, members, shareholders, officers, employees, successors, assigns, heirs, affiliates, agents, and representatives of each and any of the foregoing.

The Contractor shall also add any other entities and/or individuals as may be required by the Owner as Additional Insureds. The Owner must also be listed as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations.

The certificate holder shall be Washingtonville Central School District unless Owner requires otherwise. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

The Contractor shall provide an Additional Insured endorsement that expressly names each of the above identified Additional Insureds (non-blanket) and shall ensure that the endorsement does not include language that requires an Additional Insured to have a written contract with the named insured for coverage to apply.

Additional Insured status shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the District. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office (ISO) forms CG 20 10 07 04, CG 20,37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. A completed copy of the endorsements must be attached to the Certificate of Insurance.

§ 11.1.10 Certificates of insurance acceptable to the Construction Manager and Owner shall be provided to the Construction Manager and filed with the Owner at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance and (3) upon the Owner's written request. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. All coverage shall be provided by insurers admitted to write insurance in New Your State and "Best Rated" as A- or higher, Size Category "X" or greater. The certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be allowed to be materially changed or canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner via Certified/Registered Mail. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage, including coverage of completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section 11.1.1. The Certificates will show the Owner, Architects and Consultants as additional insured on the Contractor's Commercial Liability and excess or umbrella liability policy or policies. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.11 The Contractor acknowledges that its failure to obtain or keep current the required insurance coverage for itself and its Subcontractors shall constitute a material breach of contract and subjects the Contractor to liability for damages the Owner (or others, including without limitation the other Additional Insured) sustains as a result of such breach. In addition, the Contractor shall be responsible to the fullest extent permitted by law for the indemnification to the Owner and all Additional Insured of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees (and this indemnification obligation shall survive the term or earlier termination of the Contract).

§ 11.1.12 The amount of insurance required by the Contract shall not be construed to be a limitation of the liability of on the part of the Contractor or any of its Subcontractors.

§ 11.1.13 No act or omission of any insurance agent, broker, or insurance company representative shall relieve Contractor of any of its obligations under this Contract.

§ 11.1.14 Notwithstanding anything in section 11.3 and its subsections to the contrary, the Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit, and stored on the site but not incorporated into the Work on a full replacement cost basis. The Contractor is responsible for all deductible amounts.

§ 11.1.15 Testing Company Errors and Omission Insurance shall be provided in the amount of \$1,000,000 per occurrence/\$2,000,000 Aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

§ 11.1.16 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.

§ 11.1.17 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.

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

§ 11.2 Owner's Insurance

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

§ 11.2.1.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.1.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.2.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless the underlying loss is caused in whole or in part by Contractor or any of its Subcontractors or anyone for whom either of them are responsible, then, the Contractor shall pay such costs of deductibles.

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. To the extent that a waiver of subrogation is unavailable to the Owner, and the absence of such right of subrogation or the Owner's giving such a waiver would constitute a breach of its insurance policy; then as to the Owner this Section 11.3.1 shall be of no force or effect and no such waiver of subrogation shall be required of Owner.

§ 11.3.1.1 Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for losses and damages caused by perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment for loss or damage, the insurer will have no right of recovery against any of the parties named as insureds or additional insureds.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

§ 11.6 Performance and Payment Bond

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.6.2 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond.

§ 11.6.2.1 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.

§ 11.6.2.2 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.

§ 11.6.2.3 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.6.2.4 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

§ 11.6.2.5 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at its sole expense after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5 and the Contractor shall be obligated to reimburse the Owner at all costs incurred in relation to such correction. The right of the Owner to require Contractor to correct Work not in accordance with the requirements of the Contract Documents pursuant to this paragraph shall not give rise to any duty on the part of the Owner to exercise this right for its benefit or the benefit of the Contractor or any other person or entity.

§ 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.

§ 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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

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

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

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

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates
- .2 No Contractor, Subcontractor, not any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- .3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- .4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 The Contractor shall comply with the sexual harassment provisions of New York State Labor Law §201-g.

§ 13.1.6 The Contractor shall comply with the Contractor and Subcontractor registration provisions of the New York State Labor Law §220-i.

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

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

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. The Contractor shall not assign any monies due or to become due to it under the Contract without the prior written consent of the Owner.

§ 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 Written Notice

§ 13.3.1 All notices and other communications required to be in writing (including without limitation all notices relating to Claims, defaults or termination) shall be deemed to have been duly given or delivered: (i) if delivered by hand to the addresses below against a signed receipt, upon delivery; (ii) if deposited with a nationally recognized and reputable overnight delivery service for overnight delivery to the addresses below, upon one (1) day following deposit with such overnight delivery service (with proof tender); or (iii) if by certified mail, return receipt requested, postage prepaid addressed to the addresses below; upon three (3) business days after it is posted with the United States Postal Service. If the delivery of notice above shall fall on a non-business day or holiday, then delivery of the notice shall be deemed to have been made on the next following business day. All such notices shall be delivered to:

(i) If to Owner, addressed to:

Washingtonville Central School District
52 West Main Street
Washingtonville, NY 10992
Attn: Dr. Larry Washington, Superintendent of School and
Ms. Sandra Clohessy, Assistant Superintendent for Business

with a copy to Construction Manager:
Arris Construction Company, Inc.
189 Smith Street
Poughkeepsie, NY 12601
Attn: Paul J. Tozzi

and

(ii) If to Contractor, addressed to:

[TBD]

If notice is tendered under the provisions of this Section 13.3 and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been given and shall be effective as set forth above. Either party may designate from time to time, by an appropriate writing, written notice to other parties.

§ 13.4 Rights and Remedies

§ 13.4.1 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.

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

§ 13.5 Tests and Inspections

§ 13.5.1 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 and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager timely notice of when and where tests and inspections are to be made so that the Construction Manager 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.

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

13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.6 Interest

Payments to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Sections 3-a and 106-b.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 Equal Opportunity

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and, after the Contractor has provided written notice of the lack of certification with a reasonable opportunity to cure, has not notified the Contractor of the reason for withholding certification as provided

in Section 9.4, or because the Owner, after the Contractor has provided written notice of the lack of payment with a reasonable opportunity to cure, has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ 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 thirty days' notice to the Owner with reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .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. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct, indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor's stated herein.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Contractor's Claims

The Contractor shall commence all Claims and causes of action including without limitation all notice requirements relating to Claims, whether in contract, tort, or otherwise, against the Owner and arising out of or related to the Contract in strict accordance with the Contract Documents (including without limitation strict compliance with all conditions precedent to the making of such Claims as required by the Contract Documents) and as required by applicable law, including without limitation within all applicable time periods specified by applicable law. The Contractor waives all claims and causes of action not commenced in accordance with this Section 15.1. Notwithstanding anything herein or elsewhere in the Contract Documents to the contrary, Contractor shall absolutely and strictly comply with New York State Education Law §3813.

§ 15.1.2.1 The Owner shall not be responsible for damages or for loss of anticipated profits or any other damages whatsoever on Work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's Work pursuant to this Contract.

§ 15.1.2.2 The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Contract between Owner and the Contractor, and the Contractor hereby expressly waives its right to claim such damages against the Owner.

§ 15.1.2.3 The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's Work on the Project.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the 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 Owner with a copy sent

to the Construction Manager and Architect. Claims by the Contractor 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 the 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 Owner with a copy sent to the Construction Manager and Architect.

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

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation.
- .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - .a general introduction;
 - .b general background discussion
 - .c issues
 - .i index of issues (listed numerically);
 - .ii for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - .d all critical path method schedules (as-planner, monthly updates, scheduled revisions and as-builts, along with computer disks of all schedules related to the claim;
 - .e productivity exhibits (if appropriate); and
 - .f summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided 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.

§ 15.1.6 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. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 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. Time extension for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 Claims for increase in the Contract time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased in the Contract time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 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.

§ 15.1.8.1 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

§ 15.1.8.2 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any over-payments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

§ 15.2 Initial Decision

§ 15.2.1 Claims, by the Contractor, 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 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 twenty-one (21) 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 Contractor or to furnish additional supporting data, the Contractor shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 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.

§ 15.2.7 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.

§ 15.2.8 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder.

§ 15.3 Mediation

§ 15.3.1 The parties expressly agree to delete the requirement that any and all controversies and claims arising out of the Contract be referred to mediation. By so agreeing, the parties express their mutual intent that there is no agreement to mediate such disputes, notwithstanding the use and reference to mediation elsewhere in the Contract Documents.

§ 15.4 Arbitration

§ 15.4.1 The parties expressly agree to **delete** the requirement that any and all controversies and claims arising out of the contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is **no agreement** to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the contract documents.

§ 15.5 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the contract or performance of the work shall be commenced and maintained in New York State Supreme Court located in Orange County.

SECTION 007343 - PREVAILING RATE OF WAGES

PART 1 – GENERAL

- A. The labor on this contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly wages to be paid to employees on the work the rates shown on the attached schedules which shall be posted in a prominent and convenient place for the inspection of the Contractor's employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplementals to be paid to all laborers, workmen and mechanics employed on public works projects. The amount of supplementals listed on the enclosed schedule does not necessarily include all types of prevailing supplementals.
- B. The Contractor shall make provision for disability benefits, workman's compensation, unemployment insurance and social security, as required by law.
- C. Per the New York State Education Department's directive via the Office of Facilities Planning, the Contractor is responsible for obtaining copies of the prevailing wage schedule and all updates thereto, as well as the list of employers ineligible to bid on or be awarded public work contracts, directly from the Department of Labor's Bureau of Public Work's web site:
 - 1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>
 - a. Scroll down to Prevailing Wage Schedule.
 - b. Select the third link, "View of Previously Requested Prevailing Wage Schedule using PRC#"
 - c. Enter the PRC number: 2024010627
 - d. Select Submit.
 - e. Select the first link "Wage Schedule" at the top right.
- D. In the event that the Contractor does not have internet access or is unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Works at (518) 485-1870.

END OF SECTION 007343

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Submittal Cover CSArch Submittal No.

PROJECT: 2024 Capital Project Phase 3 Washingtonville Central School District	CONTRACT No.
	CONTRACT FOR:
CSARCH PROJECT No. 228-2401.03	CONTRACTOR:
	SUBCONTRACTOR:

SUBMITTAL INFORMATION					
☐ 1 ST Submission	Date:	☐ 1 st Resubmittal	Date:	☐ 2 nd Resubmittal	Date:
Description:					
Shop Drawing Title:					
Shop Drawing No.					
Contents:	☐ Product Data	☐ Samples	☐ Tests	☐ Schedules	
Manufacturer:					
SPEC SECTION:		Paragraph(s):		Drawing Number:	

CONTRACTOR'S APPROVAL		CSARCH REMARKS
Date:	By:	
☐ Submitted product has been reviewed for release to Architect/Engineer		
☐ Submitted product is as specified		
☐ Submitted product is equal to specific product		
Upon Approval, delivery lead time days		
ARCHITECT'S ACTION:		
Date:	By:	
☐ No Exception Taken	☐ Make Corrections Needed	
☐ Rejected	☐ Revise & Resubmit	

Reviewing is only for conformance with the Project's design concept and compliance with the information in the Contract Documents. The Contractor is responsible for quantities and dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the mean, methods, techniques, sequences & procedures of construction; and for coordination of the Work of all trades. Any corrections on the submittal shall not be deemed an order for extra work.	
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Request for Information

CSArch RFI No.

PROJECT: 2024 Capital Project Phase 3	DATE:
CSARCH PROJECT No. 228-2401.03	CONTRACT No.
	CONTRACT FOR:
REVIEWED BY (Prior to presenting this RFI to the Project Architect)	
☐ Contractor:	☐ CSArch Construction Site Coordinator:
Date:	Date:
Contractor RFI No.	

REQUEST		
Subject/Title:		
Date Response Needed:		
Attachment:		Diagram No.
Reference Drawing No.	Spec No.	Detail(s)/Paragraph(s):
Question:		
By:		Date:

RESPONSE	
Reference Attached	Sketch No.
Response:	
By:	Date:

SECTION 011000 – SUMMARY OF WORK – MULTIPLE PRIME CONTRACTS

PART 1 - GENERAL

1.1. PROJECT INFORMATION

- A. Project: Washingtonville CSD 2024 Capital Project Phase 3
- B. Project Location: 52 W Main St, Washingtonville, NY 10992
- C. Owner: Washingtonville Central School District
- D. Architect: CSArch
- E. Construction Manager: Arris Contracting Company Inc.
- F. The overall scope of work includes but is not limited to:

- 1. Sitework: Demo, Grading, Site Prep, Drainage, Paving, Sidewalks, etc. | Asbestos Abatement | Columns / Windows / Storefronts | Mechanical Equipment / Ductwork | Kitchen Upgrades | Finish Work | Electrical Upgrade | Fire Alarm Upgrade | Bathroom Renovations | Natatorium & Locker Rooms Upgrade | Masonry Repairs | Etc.

G. Contracts:

- 1. The project will be construction under a multiple-prime contract arrangement.
- 2. Prime contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. Each prime contract is performed concurrently with and closely coordinated with construction activities performed on the Project under prime contracts. Prime contracts for this Project include:
 - a. Site Work Contractor (SC or SWC)
 - b. General Work Contract (GC or GWC)
 - c. Mechanical Work Contract (MC or MWC)
 - d. Electrical Work Contract (EC or EWC)
 - e. Plumbing Work Contract (PC or PWC)

1.2. DIVISION OF WORK

Each contract shall include all labor materials, plans, tools, equipment and supervision which are required for or incidental to the proper completion of the work as indicated on All drawings and described in the following specifications sections.

1.3. GENERAL REQUIREMENTS – ALL CONTRACTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

All Sections

DIVISION 01 – GENERAL REQUIREMENTS

All Sections

A. Special Notes - All Contracts

1. Work Hours: 1st Shift M-F 7:00AM – 4:30PM | 2nd Shift M-F 3:30pm-11:00pm.
Contractor will appropriately provide labor for the project to avoid Saturday and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. Delivery allotted times- Contractor trucks/deliveries are allowed only during the following listed times:
During school, deliveries can be made before 7:00am or after 2:30pm | During breaks and Summer 7:00am-5:30pm
3. Contractor is to carry insurance coverages per the Owner, Washingtonville Central School District, Insurance Requirements which are located in the DIV 00 specification A232 Article 11.
4. Contractor is specifically reminded about their responsibilities for clean-up as per section 017423. Maintaining a clean jobsite is considered a safety issue and will be strictly enforced. In addition to daily cleaning, the contractor is required to hire a professional cleaning company to final clean all areas impacted by the construction. This includes completely cleaning any interior and exteriors of the building and including but not limited to; parking lots, landscaping, facades, equipment, furniture, walls, floors, windows, etc. which has been dusted by the construction work. If the contractor does not properly perform this function when directed by the Owner/CM, the owner will perform the work with others and deduct the cost from the contractor.
5. Each Contractor shall provide suitable rubbish containers device(s) for their own use (both demolition and construction debris), properly maintained and serviced, replaced as required and protected from access by the public fencing as may be specified herein or approved by the Architect or Construction Manager.
6. Existing building space may not be used for storage unless approved by Owner.
7. Each Contractor is required to submit their job specific safety policy within 10 days of receipt of the Notice to Proceed. Said Policy must minimally meet OSHA Standards and define details concerning the maintenance of a safe work environment and shall also define practices for the maintenance of hygiene and minimizing of the spread of infectious / contagious diseases.

1.4. CONTRACT NO. 3-01 - SITEWORK CONSTRUCTION (SC)

In addition to the General Requirements, Division 1, included in this bid package contractor shall provide for proper completion of work as indicated on all drawings and in accordance with the terms and conditions described in the following specification sections:

DIVISION 02 -- EXISTING CONDITIONS

022113 - SITE SURVEY

023313 - UNDERGROUND UTILITY LOCATOR SERVICE

024119 - SELECTIVE DEMOLITION

DIVISION 03 – CONCRETE

031000 - CONCRETE FORMING AND ACCESSORIES

032000 - CONCRETE REINFORCING

033000 - CAST-IN-PLACE CONCRETE

DIVISION 31 – EARTHWORK

311000 - SITE CLEARING

312000 - EXCAVATION AND FILL

312316 - ROCK REMOVALS

312319 - DEWATERING

312513 - EROSION AND SEDIMENT CONTROLS

DIVISION 32 -- EXTERIOR IMPROVEMENTS

321216 - ASPHALT PAVING

321640 – GRANITE CURBS

321723 - PAVEMENT MARKINGS

323113 - CHAIN LINK FENCE

329200 - TOPSOIL AND SEEDING

DIVISION 33 -- UTILITIES

334100 - STORM UTILITY DRAINAGE PIPING

334900 - STORMWATER DRAINAGE STRUCTURES

A. Special Notes: Sitework Construction (SC):

1. First Shift Work Hours M-F 7:00AM – 4:30PM (during off school days and Summer)
Contractor will appropriately man the project to avoid Saturdays and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. Site Work Contractor is responsible for all rock removal, cuts/fills to bring site to the correct elevation. Removed materials are required to be removed from the site and legally disposed.

3. SC to mark out all existing site utilities prior to commencing work.
4. SC to provide all stormwater protection, silt fence, erosion control, etc. as specified in the construction documents. Damage to existing drainage structures, drain lines, utilities, etc. shall be repaired at Contractor's expense.
5. SC to hire Private Utility Survey company to map out all on site utilities and provide As-Built Drawings showing underground drain lines and all basin's new or raised.
6. No imported recycled materials will be allowed.
7. Asphalt paving shall not be performed when ambient or surface temperatures are below specified limits or during wet conditions.
8. All base, subbase, and asphalt lifts shall be compacted to required densities. Failed compaction tests shall require removal and replacement.
9. All utility structures, manholes, valve boxes, and drains within pavement areas shall be adjusted to final grade and remain flush.
10. SC is specifically notified that at the completion of the project the all affected areas are to be repaired to its original condition including but not limited to application of commercial grade asphalt sealer, grass, etc.
11. Paving is to be sequenced as not to disrupt other construction operations. All paving sequencing is to be approved by the CM.

1.5. CONTRACT NO. 3-02 GENERAL CONSTRUCTION (GC)

In addition to the General Requirements, Division 1, included in this bid package contractor shall provide for proper completion of work as indicated on all drawings and in accordance with the terms and conditions described in the following specification sections:

DIVISION 02 -- EXISTING CONDITIONS

024119 - SELECTIVE DEMOLITION

028200 - ASBESTOS ABATEMENT

DIVISION 03 – CONCRETE

031000 - CONCRETE FORMING AND ACCESSORIES

032000 - CONCRETE REINFORCING

033000 - CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

042000 – CONCRETE UNIT MASONRY

042613 - MASONRY VENEER

DIVISION 05 – METALS

051200 - STRUCTURAL STEEL FRAMING

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061053 – MISCELLANEOUS ROUGH CARPENTRY
061600 - SHEATHING

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

072100 - THERMAL INSULATION
072600 - VAPOR RETARDERS
074243 - COMPOSITE INFILL PANELS
074633 - PLASTIC SIDING
078123 - INTUMESCENT FIRE PROTECTION
079200 - JOINT SEALANTS

DIVISION 08 – OPENINGS

081113 – HOLLOW METAL DOORS AND FRAMES
081116 - ALUMINUM FRAMES
081119 – STAINLESS STEEL FRAMES
081416 - FLUSH WOOD DOORS
081733 - FIBER REINFORCED POLYMER DOORS
083100 - ACCESS DOORS AND PANELS
084113 - ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
085113 - ALUMINUM WINDOWS
085200 - ALUMINUM-CLAD WOOD WINDOWS
087100 - DOOR HARDWARE
087100.1 - DOOR HARDWARE SCHEDULE
087113 – POWER DOOR OPERATORS
088000 – GLAZING
088723 - SECURITY FILMS
088813 - FIRE-RESISTANT GLAZING
088853 – SECURITY GLAZING
089119 - FIXED LOUVERS

DIVISION 09 – FINISHES

090561.13 - MOISTURE VAPOR EMISSION CONTROL
092216 - NON-STRUCTURAL METAL FRAMING
092900 - GYPSUM BOARD
093013 - CERAMIC AND QUARRY TILING
095113 - ACOUSTICAL PANEL CEILINGS
096513 - RESILIENT BASE AND ACCESSORIES
096519 - RESILIENT TILE FLOORING
096700 - FLUID-APPLIED FLOORING
099100 - PAINTING
099600 - HIGH-PERFORMANCE COATINGS

DIVISION 10 -- SPECIALTIES

101100 - VISUAL DISPLAY UNITS
101423 - INTERIOR PANEL SIGNAGE
102113.19 - PLASTIC TOILET COMPARTMENTS
102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES
105126 - PLASTIC LOCKERS AND BENCHES
105626 - MOBILE STORAGE SHELVING

DIVISION 11 – EQUIPMENT

112173 - COMMERCIAL LAUNDRY EQUIPMENT
114000 - FOOD SERVICE EQUIPMENT
114001 - FOOD SERVICE ACCESSORIES

DIVISION 12 -- FURNISHINGS

122413 - WINDOW SHADES
123661 - SOLID SURFACING MATERIALS

DIVISION 13 -- SPECIAL CONSTRUCTION

131113 - SWIMMING POOL PIPING, VALVES & FITTINGS
131143 - CHANNEL DRAIN SYSTEM
131146 - SWIMMING POOL DECK EQUIPMENT
131149 - SWIMMING POOL GUTTER CLEANING

DIVISION 31 – EARTHWORK

312000 - EXCAVATION AND FILL

A. Special Notes: General Construction (GC):

1. First Shift Work Hours M-F 7:00AM – 4:30PM (during off school days and Summer) | Second Shift 3:30pm – 11:00pm (during school days). Contractor will appropriately man the project to avoid Saturday and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. GC to provide negative air environments to properly exhaust all work areas of any odors, dust, fumes.
3. The General Work Contractor is responsible for all asbestos abatement work on the project.
4. GC is specifically reminded of their responsibility of Division 11, provide all Food Service Equipment, ANSUL Fire Suppression, etc.
5. GC will utilize lead-safe work practices – when impacting/ removing / disposing of any lead containing items.
6. GC is notified that phasing is required for multiple mobilizations and multiple crews of various subcontractors.
7. GC and subcontractors will not be allowed to use existing or new plumbing

- fixtures to wash out mortar pans, grout, adhesives, etc.
8. GC is specifically notified that at the completion of the project, all affected areas are to be repaired to its original condition including but not limited to, staging areas, storage rooms, etc.
 9. Access doors for MEP trades furnished by trade requiring access; installation by General Work Contractor
 10. GC is specifically reminded of their responsibilities for clean up as per Section 017423. Maintaining a clean jobsite is considered a safety issue and will be strictly enforced. In addition to daily cleaning, and weekly wet mopping, the contractor is required to hire a professional cleaning company to final clean all areas impacted by the construction. This includes completely cleaning any surfaces/equipment which has been dusted by the construction work. If the contractor does not properly perform this function when directed by the Owner/CM, within 4 hours of being notified the owner will perform the work with others and deduct the cost from the contractor.
 11. GC and their Door Hardware consultant will field measure all existing and new doors / door frames scheduled and receive new doors for proper hardware placement.
 12. GC will install floor protections (utilizing heavy duty "Ram-Board" with taped joints, or equivalent) to protect floor surfaces from damage for all room areas and corridor access routes necessary for construction.
 13. The GC shall be responsible for all roof reinforcement work occurring within the interior of the building structure. MC shall be responsible for all roof structural work at and above the roof deck line.
 14. The General Contractor (GC) shall be responsible for all Division 13 work and shall engage an experienced contractor with prior pool system experience, as identified and listed within the project scope.
 15. The General Contractor (GC) shall be solely responsible for providing, installing, maintaining, and removing all scaffolding within the Pool Natatorium. Other contractors shall be permitted to use the scaffolding as required for their work, subject to compliance with all applicable safety requirements and the GC's coordination.

1.6 CONTRACT NO. 3-03 – MECHANICAL CONSTRUCTION (MC)

In addition to the General Requirements, Division 01, included in this bid package contractor shall provide for proper completion of work as indicated on all drawings and in accordance with the terms and conditions described in the following specification sections:

DIVISION 02 -- EXISTING CONDITIONS

024119 - SELECTIVE DEMOLITION

DIVISION 03 – CONCRETE

032000 - CONCRETE REINFORCING

033000 - CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

042000 – CONCRETE UNIT MASONRY

042613 - MASONRY VENEER

DIVISION 05 -- METALS

051200 - STRUCTURAL STEEL FRAMING

055210 - NON-PENETRATING ROOF FALL PROTECTION

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061053 - MISCELLANEOUS ROUGH CARPENTRY

061600 – SHEATHING

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

072100 - THERMAL INSULATION

072600 - VAPOR RETARDERS

075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

076200 - SHEET METAL FLASHING AND TRIM

077100 - ROOF SPECIALTIES

077200 - ROOF ACCESSORIES

078413 - PENETRATION FIRESTOPPING

079200 - JOINT SEALANTS

DIVISION 08 - OPENINGS

083100 - ACCESS DOORS AND PANELS

089119 - FIXED LOUVERS

DIVISION 09 -- FINISHES

095113 - ACOUSTICAL PANEL CEILINGS

099100 - PAINTING

099600 - HIGH-PERFORMANCE COATINGS

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

230500 - BASIC MECHANICAL REQUIREMENTS

230504 - ELECTRIC WIRING

230513 – MOTORS

230514 - MOTOR CONTROLLERS

230523 – VALVES
230525 - HYDRONIC COIL PIPING PACKAGE
230530 - ROOF CURBS
230548 - VIBRATION ISOLATION OF MECHANICAL SYSTEMS
230550 - WIND RESTRAINT FOR HVAC SYSTEMS
230553 - MECHANICAL IDENTIFICATION
230593 - TESTING, ADJUSTING AND BALANCING
230710 – INSULATION
230923 - BUILDING MANAGEMENT SYSTEM - DDC LOGIC
232010 - PIPING SYSTEMS AND ACCESSORIES
232110 - WATER SYSTEMS SPECIALTIES
233100 - SHEET METAL AND DUCTWORK ACCESSORIES CONSTRUCTION
233400 - FANS
233713 - REGISTERS AND DIFFUSERS
233723.16 - LOUVERS
237413.10 - PACKAGED ROOFTOP UNITS
237423.16 - ROOFTOP INDIRECT-FIRED GAS MAKE-UP AIR UNIT
238216.11 - COILS
238235 - GRAVITY HEATING EQUIPMENT (HYDRONIC)
238239 - UNIT HEATERS AND CABINET UNIT HEATERS (HYDRONIC AND ELECTRIC)

DIVISION 31 – EARTHWORK

312000 - EXCAVATION AND FILL

A. Special Notes - Mechanical Construction (MC):

1. 1st Shift Work Hours M-F 7:00AM – 4:30PM | (during off school days and Summer) | Second Shift 3:30pm – 11:00pm (during school days). Contractor will appropriately man the project to avoid Saturday and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. Access doors where necessary are furnished by the MC and installed by GC.
3. MC is specifically notified that access to any tunnels and/or crawl spaces could be confined work environment and all workers must have appropriate OSHA certifications and training.
4. All existing ceiling removal / replacements necessary to install new MC work will be by MC Contractor. (e.g. – hydronic piping, valves, insulation, etc.)
5. Any wood blocking required for any mechanical work items are to be done by the MC.
6. All HVAC unit dunnage, rooftop supports, steel supports /angles per the Structural Drawings and roofing patching associated with Mechanical work is done by the MC (including Roof Walk Pads). MC contractor will utilize a roofing subcontractor who is certified to work on that roof by the roofing manufacturer to maintain Owners warranty.

7. In some locations there may be plaster ceilings which remain above the Acoustic tile/grid ceiling. Mechanical contractor will cut access holes where necessary to enable install of hangers, piping, ductwork to structure above. "
8. Any HVAC piping exposed to view in finished spaces will be insulated and enclosed in metal chase (painted) by MC. Cost will be included in base bid.
9. When required, where GC removes existing ceilings, the MC will remove any ceiling diffusers, registers, grilles etc. MC to reinstall as new ceilings are being completed.
10. VFD's, disconnects, starters, etc. supplied by MC will be installed by EC, unless noted otherwise.
11. MC will utilize lead-safe work practices– if impacting/ removing / disposing of any lead containing items.
12. All louvers are supplied and installed by Mechanical Contractor.
13. The MC should figure crane pick days for the setting of the rooftop HVAC units, submit a pick plan to be reviewed and approved by the CM, Owner, and or Architect.
14. MC is responsible for making their own through wall, through roof, and through floor duct/piping penetrations and associated patching/fire-stopping.
15. The drawings show basic schematic routing for hydronic piping. The MC may need to re-route piping around existing ductwork or steel to obtain access to the room in certain locations as part of their base bid contract.
16. If any new mechanical units are too large to fit through existing openings the Mechanical contractor will either disassemble equipment into sections or remove existing construction to enlarge opening and reconstruct to match (at no additional cost).
17. MC is specifically reminded of their responsibility to scan existing hollow core concrete planks prior to creating any new openings.
18. Duct detectors supplied and wired by EC (MC installs the duct detector).
19. MC is specifically notified construction is phased which necessitates that utilities/services will need to be temporarily connected and maintained as necessary to ensure that all occupied areas have the required services.
20. All HVAC control wiring is provided and installed by Mechanical Contractor. (Power wiring by EC)
21. MC shall be responsible for all roof structural work at and above the roof line. The GC shall be responsible for all roof reinforcement work occurring within the interior of the structure.
22. Contractor is specifically reminded about their responsibilities for clean-up as per section 017400. Maintaining a clean jobsite is considered a safety issue and will be strictly enforced. In addition to daily cleaning, the contractor is required to hire a professional cleaning company to final clean all areas impacted by the construction. This includes completely cleaning any surfaces/equipment/furniture which has been dusted by the construction work. If the contractor does not properly perform this function when directed by the Owner/CM within 4 hours of being notified the owner will perform the work with others and

1.7 CONTRACT NO. 3-04 - ELECTRICAL CONSTRUCTION (EC)

In addition to the General Requirements, Division 1, included in this bid package contractor shall provide the proper completion of work as indicated on all drawings and in accordance with the terms and conditions described in the following specifications sections:

DIVISION 02 -- EXISTING CONDITIONS

024119 - SELECTIVE DEMOLITION

DIVISION 03 -- CONCRETE

032000 - CONCRETE REINFORCING

033000 - CAST-IN-PLACE CONCRETE

DIVISION 04 -- MASONRY

042000 - CONCRETE UNIT MASONRY

042613 - MASONRY VENEER

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061053 - MISCELLANEOUS ROUGH CARPENTRY

061600 - SHEATHING

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

078413 - PENETRATION FIRESTOPPING

079200 - JOINT SEALANTS

DIVISION 08 -- OPENINGS

083100 - ACCESS DOORS AND PANELS

DIVISION 09 -- FINISHES

092900 - GYPSUM BOARD

095113 - ACOUSTICAL PANEL CEILINGS

099100 - PAINTING

DIVISION 26 -- ELECTRICAL

260500 - BASIC ELECTRICAL REQUIREMENTS

260501 - BASIC MATERIALS AND METHODS

260526 - GROUNDING

262000 - ELECTRIC DISTRIBUTION

265000 - LIGHTING

265500 - LIGHTING CONTROLS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY
283103 - FIRE ALARM SYSTEM - EXISTING HARDWIRED SYSTEM

DIVISION 31 – EARTHWORK
312000 - EXCAVATION AND FILL

A. Special Notes – Electrical Construction (EC):

1. First Shift Work Hours M-F 7:00AM – 4:30PM (during off school days and Summer) | Second Shift 3:30pm – 11:00pm (during school days). Contractor will appropriately man the project to avoid Saturday and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. Any existing ceiling, walls, etc. removal/replacement, cutting and patching, necessary to install new electrical work to be done by Electric Contract. (e.g. – new conduits for feeders through existing ceilings, etc.). In areas of ceiling removal, EC will tie up and secure any low hanging wires, using zip ties at 6'-0" on center.
3. Any existing ceiling removal/replacement necessary to install new electrical work to be done by Electrical Contract (e.g. – new conduits for feeders through existing ceilings, etc.)
4. VFD's, disconnects, motor starters, etc. which are supplied by MC will be installed by EC, unless noted otherwise.
5. Any wood blocking or panel backboards for electrical items by EC contract.
6. Where GC is removing existing ceilings, the EC will remove any ceiling mounted electrical items, Light Fixtures, FA devices, Speakers, WAP, exit signs, cameras, etc. EC to reinstall (at new height if required) as the new ceilings are being completed.
7. In some locations there may be plaster ceilings which remain above the Acoustic tile/grid ceiling. Electrical contractor will cut access holes where necessary to enable install of hangers for conduits, lights, etc to structure above.
8. After GC ceiling removals for areas scheduled to receive new acoustic grid/tile, the EC will properly tie up any sagging wires at 6' o.c. to be supported above the ceiling grid in accordance with code. EC is responsible to neatly tie up and secure all existing wiring after ceiling removals by others.
9. EC will utilize lead-safe work practices – if impacting/ removing / disposing of any lead containing items.
10. Access doors are furnished by Electrical Contract and installed by GC Contract.
11. All systems wiring reconnections are by Electric Contract – including Fire Alarm, Door Access, Security Camera, Speakers, Data, etc.
12. Electrical Contract to provide and wire Fire Alarm duct detectors and HVAC unit shutdown connections (MC install the duct detector)
13. Electrical Contractor is specifically notified construction is phased which necessitates that utilities & services will need to be temporarily connected and maintained as necessary to ensure that all occupied areas have the required services.

14. EC is hereby reminded that any required power shutdowns must not disrupt normal day-to-day school operations. If a shutdown is necessary, EC shall provide a properly sized generator as required to ensure continuous power to all essential building systems, including but not limited to life safety systems, heating and air conditioning, food preservation systems, lighting, and other critical services.
15. EC is specifically reminded of their responsibility to provide the Fire Alarm Upgrade work associated with this project.
16. Contractor is specifically reminded about their responsibilities for clean-up as per Section 017400. Maintaining a clean jobsite is considered a safety issue and will be strictly enforced. In addition to daily cleaning, the contractor is required to hire a professional cleaning company to final clean all areas impacted by the construction. This includes completely cleaning any surfaces/equipment/furniture which has been dusted by the construction work. If the contractor does not properly perform this function when directed by the Owner/CM within 4 hours of being notified the owner will perform the work with others and deduct the cost from the contractor.

1.8 CONTRACT NO. 3-05 – PLUMBING CONSTRUCTION (PC)

In addition to the General Requirements, Division 1, included in this bid package contractor shall provide for proper completion of work as indicated on all drawings and in accordance with the terms and conditions described in the following specification sections.

DIVISION 02 -- EXISTING CONDITIONS

024119 - SELECTIVE DEMOLITION

DIVISION 03 – CONCRETE

032000 - CONCRETE REINFORCING

033000 - CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

042000 - CONCRETE UNIT MASONRY

042613 - MASONRY VENEER

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061053 - MISCELLANEOUS ROUGH CARPENTRY

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

072100 - THERMAL INSULATION

078413 - PENETRATION FIRESTOPPING

079200 - JOINT SEALANTS

DIVISION 22 -- PLUMBING

220500 - BASIC PLUMBING REQUIREMENTS
220523- VALVES
220593 - ADJUSTING AND BALANCING
220700- INSULATION
221010 - PIPING SYSTEMS AND ACCESSORIES
221100 - WATER SUPPLY
223011 - BACKFLOW PREVENTER ENCLOSURE
223400 - WATER HEATERS
224000- PLUMBING FIXTURES AND TRIM
227010 - NATURAL GAS SYSTEMS

DIVISION 31 – EARTHWORK

312000 - EXCAVATION AND FILL

A. Special Notes: Plumbing Construction (PC):

1. Work hours 1st Shift M-F 7:00AM – 4:30PM (during off school days and Summer) | Second Shift 3:30pm – 11:00pm (during school days). Contractor will appropriately man the project to avoid Saturday and Overtime hours which result in Owner, Construction Manager and Architect additional costs.
2. Plumbing Work Contractor is notified that phasing will be required, with multiple mobilizations and multiple crews of various subcontractors.
3. In some locations there may be plaster ceilings which remain above the Acoustic tile/grid ceiling. Plumbing contractor will cut access holes where necessary to enable install of hangers for piping to structure above.
4. Any Plumbing piping exposed to view in finished spaces will be insulated and enclosed in 14 ga. metal chase (painted) by Plumber Contractor. Cost will be included in base bid.
5. Plumbing Contractor is responsible for all existing slab sawcut, chop out concrete, sub-slab piping work.
6. Plumbing Contractor will re-insulate any existing domestic water elbows and piping which were removed at new work connections. All costs to be included in the Plumbing Contractors base bid.
7. Contractor shall provide all required valves, insulation, seismic restraints, drip pans, expansion tanks, and venting.
8. All equipment shall be fully operational, tested, and commissioned prior to substantial completion.
9. All piping routed to or through the roof shall be properly supported, flashed, sealed, and waterproofed.
10. All plumbing systems shall be tested, flushed, and disinfected as required by code and project specifications.

11. Contractor shall coordinate with the kitchen equipment vendor and other trades for proper rough-in, final connections, and clearances.
12. Contractor is specifically reminded of their responsibilities for clean up as per Section 017400. Maintaining a clean jobsite is considered a safety issue and will be strictly enforced. In addition to daily cleaning, the contractor is required to hire a professional cleaning company to final clean all areas impacted by the construction. This includes completely cleaning any surfaces/equipment/furniture which has been dusted by the construction work. If the contractor does not properly perform this function when directed by the Owner/CM, within 4 hours of being notified the owner will perform the work with others and deduct the cost from the contractor.

1.9 PRIME CONTRACTOR'S USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.
- B. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- C. Owner's representative(s) will cover the project as outline above in General Special Notes for all. If a contractor requests additional hours to make up schedule time or weekends, he will need to reimburse Owner for additional coverage or costs (e.g. – Architect, Construction Manager, etc.) at their contractual rate.
- D. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate sub-contractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- E. After the equipment is no longer required for the work, it shall be promptly removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.
- F. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off-site.
- G. The Contractor(s) and any entity for which the Contractor is responsible shall not erect any sign of the Project site without the prior written consent from the Owner, which may be withheld in the sole discretion of the Owner.

- H. The Contractor(s) shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: Any areas and building adjacent to the site of the work or the building in the event of partial occupancy.
- I. Maintain the building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.
- J. Each Prime Contractor is responsible for maintaining a safe jobsite. This includes actively reviewing their work areas to ensure that they are in compliance with all required OSHA regulations. It is a contract requirement that each contractor conducts weekly tool-box safety meetings to ensure that their employees are properly educated and utilizing safe work practices. (Copies of these weekly meetings and a list of the attendees will be forwarded to the CM Site Superintendent on a weekly basis). Contractors will comply with all requirements outlined in the General Conditions including providing their employees with PPE (personal protective equipment) such as masks, hand sanitizer, hard hats, proper work boots, safety harness, safety glasses, etc.
- K. Use of tobacco products, drinking alcoholic beverages or open fires will not be permitted on the project site.
- L. Utility Outages and Shutdown:
 - 1. Limit the disruption of utility services to hours the building is unoccupied, weekends or holidays at no additional cost.
 - 2. Do not disrupt or shut down line safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days' notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.
 - 4. All costs for manning of temporary shutdowns and utility crossovers, including 24-hour fire watch if necessary, are included in the contractor's bid regardless of weekend, holiday, etc.

1.10 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy the place and install equipment in completed areas of the work prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work, such placing of equipment and partial occupancy shall not constitute acceptance of the Total Work.

- B. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
- C. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
- D. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
- E. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

1.11 DEFINITIONS

- A. Definitions as applied to "Contractors" involved with the work of this Project:
 - a. "The Contractor" or "Contractor" meaning that Respective Prime Contractor normally responsible for that work referenced.
 - b. "Respective Prime Contractor" meaning either the – General Contractor, Plumbing, HVAC, Electrical, Sitework, Fire Protection Contractors normally responsible for the referenced work.
 - c. "Trade Contractor" meaning that Respective Prime Contractor as above; and such other terms relating to Contractors to be taken in context with respect to the referenced work.
 - d. Further, wherein said Division 0 and 1 and respective Sections therein, any reference is made to "General Contractor", same shall be construed to mean "Contractor for the General Construction, or General Work Contractor".
- B. The Owner cannot guarantee the correctness of the existing conditions shown and assumes no responsibility therefore, it shall be the responsibility of the Contractor to visit the site and verify all existing conditions prior to bid.
- C. The Owner will purchase certain items required for the overall operation of this facility through outside vendors.
- D. The Contractor(s) will cooperate with said vendors as may be necessary to permit the work to be accomplished.
 - a. The cooperation may extend to the receiving, unloading and placement of said equipment if directed by the Owner.
 - b. Each Contractor is advised that the Owner may enter into separate contracts as may be in their best interest.
 - c. Each Contractor is further advised that there will be a full on-site Project Representative / Construction Manager, whose duties will be defined at the pre-construction meeting.

1.12 ADDITIONAL SECURITY PROVISIONS

- A. All Contractor's employees shall use a single means of access and egress, except in the case of emergency, to be designated by the Construction Manager.
- B. Each Contractor and each Subcontractor shall require his employees, while on the job site, to wear, in a conspicuous location, a photo I.D. button bearing the name of the employee and the Contractor. The buttons of each Contractor shall be numbered consecutively. An up-to-date list of all I.D. buttons, indicating the name and number for each employee, shall be furnished to the Construction Manager.

1.13 ASBESTOS AND LEAD PAINT AWARENESS REQUIREMENTS

- A. Contractor agrees not to use or permit the use of any asbestos containing material in or on any property belonging to the Owner.
- B. For purposes of this requirement, asbestos free shall mean free from all forms of asbestos, including actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, both in friable and non-friable states and without regard to the purposes for which such material is used.

1.14 CONSTRUCTION TIME AND PHASING REQUIREMENTS

- A. Each Contractor is advised the "time is of the essence" of the Contract as defined in the "General Conditions" for the completion of the construction of the facility. It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship.
- B. Time of Completion shall be as established in the Milestone Schedules (Section 011100).
- C. The Contractor shall maintain fences and barricades at all times and shall repair/restore and/or pay for any temporary fence damaged by their work.
- D. Maintain at all times, all exits and walkways.
- E. Where the barricade is removed for work, the Contractor performing such work shall provide adequate safety personnel to prevent unauthorized persons from approaching the work area.
- F. Construction Phasing: The phasing and/or milestone schedule contained in Section 011100 has been established for the overall construction of the project.
- G. Electrical and mechanical services to the functioning spaces shall be maintained at all times.
- H. Swing-overs to new facilities shall be made so as to cause the least interruption to the facilities' operations.
- I. The Contractor shall provide and maintain all required separations between old and new construction to prevent:
 - a. Unauthorized entrance to construction areas by other than Architect, Construction Manager, or Owner.

- J. Exterior alteration and restoration, as required, may proceed outside of phasing schedule at the Contractor's option with concurrence from the Architect, Construction Manager and Owner.
- K. Site development work shall proceed in such a manner to cause the least amount of disruption to the ongoing operations as possible.

1.15 PROOF OF ORDERS, DELIVERY DATES AND SUPPLY CHAIN TRACKING

- A. Within 2 weeks after the approval of shop drawings, samples, product data and the like, the Contractor shall provide copies of purchase orders for all equipment and materials which are not available in local stock. The Contractor shall submit written statements from suppliers confirming the orders and stating promised delivery dates. Failure to provide this critical information will result in Owner holding monthly requisition payments until received.
- B. Due to potential disruption of material supply-chains, the Contractor(s) are required to obtain all materials for the project and store them onsite in their individual Conex boxes. This includes general material items typically readily available (piping, conduits, wire, metal studs, etc.) The Owner will pay for these stored items delivered to the jobsite in accordance with Section 012900.
- C. This information shall be incorporated within the progress schedules so required as part of Section 013216 and 013300 and shall be monitored so as to ensure compliance with promised dates.

1.16 FIELD MEASUREMENTS

- A. Each Respective Contractor shall take all necessary field measurements prior to fabrication, release and installation of work and shall assume complete responsibility for accuracy of same.

1.17 INITIAL SUBMITTAL REQUIREMENTS

- A. As outlined in Division 01, each Contractor shall provide items noted including – bonds, insurance, emergency telephone numbers, progress scheduling, schedules of submittals, subcontractor listings and the like prior to the start of any work. The Owner will not issue contracts until all bonds and insurance information is received from the Contractor and verified correct.

1.18 SCHEDULES

- A. The milestone schedule presented in the documents is for bidding and general purposes. Due to the nature of the work, it is the intention of the Construction Manager to negotiate actual work periods for the project amount various Prime

Contractors involved with this bidding process, as well as separate contractors involved with other phases of the work solicited under separate proposals. Each Contractor shall, under terms of the General Conditions, mutually cooperate in the rescheduling of work to permit an uninterrupted use of the facilities by the Owner, without additional cost to the Owner.

1.19 GENERAL

- A. The objective of this project is to complete the overall work in the shortest period of time and to protect the building and occupants from damages caused by weather and construction during the progress of the work.
- B. To meet these objectives, the Contractor shall plan the work, obtain materials, and execute the construction in the most expeditious manner possible in accordance with the requirements listed below.
- C. If the Contractor fails to expedite and pursue any part of the work, the Owner may terminate the contract or may carry out the work with others per the General Conditions.
- D. The Contractor shall work in coordination with work of other Contractors and Owner.
- E. All Contractors are required to comply with proper sequencing of work and provide other Prime Contractors sufficient time to install their work. If Contractor "boxes out" another Prime Contractor, he will be directed to stop work and open if necessary, to enable other trades to complete their work. No compensation for lost time due to stop-work will be provided.

1.20 ADDITIONAL REQUIREMENTS

- A. The following are additional general and special requirements which will govern the work of the projects covered by these documents:
- B. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends as necessary, and cover any additional costs to the Owner, Architect and Construction Manager.
- C. If the work is complete but the area has not been cleaned or debris and equipment remain, the Owner and/or Construction Manager will notify the Contractor of the deficiencies. The Contractor will have up to four hours to clean the specified area(s) to the satisfaction of the Owner and/or Construction Manager. If the Contractor fails to do so, the Owner reserves the right to prepare the area for occupancy using their own resources and deduct the associated costs from the Contract amount.
- D. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors or to require the Contractor to work evenings and weekends at no additional cost.

- E. The jobsite may be made available on weekends and evenings to all the Contractors for additional time to complete the work before final completion date. Any custodial or Construction Manager costs resulting in this after-hours scheduling will be the Contractor's responsibility at the Construction Manager's contractual hourly rate.
- F. Contractor must plan, provide and maintain his own access, ramping and egress as required into and out of the site, staging of trailer(s), materials, machinery, and equipment in agreement with the Construction Manager's Superintendent. Maintain free and safe access on the jobsite for other related project personnel. Maintain safe pedestrian or vehicular traffic must be regulated by a flagman. Trucking and delivery operation should be coordinated with Construction Manager's Superintendent and all other trades.
- G. Contractor is responsible to maintain existing site fencing in its existing condition. Modifications of the fence to better accommodate the contract work can be discussed with the Construction Manager. These changes shall than be handled by this Contractor at his expense and in accordance with the Construction Manager's Superintendent's direction. Any cost incurred as a result of damages shall be changed to this Contractor.
- H. Contractor's personnel will not be permitted to use Owners facilities (including toilet, telephone, food services, etc.) for their own benefit. Contractor's Superintendent must explain this to all their field forces.
- I. Contractor shall limit his operations including storage of materials and prefabrication to areas within the Contract Limit Lines.
- J. Contractor shall coordinate the use of premises with the Owner and Construction Manager and shall move at his own expense any stored products under Contractor's control, including excavated material, which interfere with operations of the Owner or separate Contractors.
- K. Contractor shall obtain and pay for off-site storage as needed to maintain the Owner's use of their premises. The costs of any required storage shall not be an additional expense to the Owner.
- L. Contractor shall assume full responsibility for the protection and safekeeping of products under this Contract stored on the site and shall cooperate with the Construction Manager to ensure security for the Owner's Property.
- M. The intention of the work is to follow a logical sequence; however, the Contractor may be required by Construction Manger to temporarily omit or leave out any section of his work or perform his work out of sequence. All such out of sequence work and come back time to these areas shall be performed at no additional cost.
- N. Contractor shall submit a three-week (man-loaded work activity and area) to Construction Manager each week. Contractor's representative shall attend a weekly meeting with all contractors, chaired by Construction Manager, for the purpose of job coordination and sequencing.
- O. Contractor is responsible to coordinate the job with other trades and Construction Manager, and to cooperate with other trades in pursuit of the overall project's

- coordination drawings and actively participate in resolving discrepancies, conflicts, interferences, etc.
- P. The Contractor shall take special care in verifying that his equipment matches the characteristics of the power being supplied.
 - Q. Any Contractor personnel including Project Managers, Supervisors, etc. who engage in any personal attacks, belligerent or threatening speech/texts, etc., to the Owner, or any of its agents, will be removed from working on the project.
 - R. Unsafe practices, horseplay, abusive behavior or language, wanton destruction of property, use of drugs or alcohol, possession of firearms, and solicitation shall not be tolerated. There will be no warnings, and Contractor shall designate a responsible on-site Supervisor to handle any situations that may arise, including termination.
 - S. Each Contractor is responsible to supply and install all blocking/bracing necessary to properly secure their work. This responsibility includes coordinating the installation in concealed areas without delaying other trades.
 - T. Union business shall not be conducted on site. Any Union representative that visits the site must declare what Contractor's personnel they represent, and must be escorted by that Contractor's Union steward at all times. No visitors, sales representatives or non-working personnel shall be permitted on site without prior consent of the Construction Manager. No photographs shall be taken without the Construction Manager's prior approval.
 - U. Contractor shall provide protection from damage to adjacent and adjoining work and/or structures. Contractor shall clean, repair and/or replace any damage for which this Contractor is responsible.
 - V. Contractor shall submit hourly rate sheets that would apply to time and material work for all pertinent trades upon Award of Contract.
 - W. Contractor shall examine surfaces and conditions prior to start of work. Report unacceptable conditions to the Construction Manager. Do not proceed until unacceptable conditions are corrected and acceptable. Starting work implies acceptance of existing conditions.
 - X. Each Prime Contractor shall include general housekeeping of light debris. All debris from each Prime Contractor will be collected daily and disposed of into their dumpsters. In addition to daily general housekeeping, the General Work Contractor shall provide a weekly broom sweep and damp mop of all areas for the entire duration of the project. The broom sweep shall include debris from all trades working on site.
 - Y. Prior to commencing the work, each Contractor shall provide written acceptance of grades, structures, substrates, and/or systems installed by other Contractors as suitable for installation of his work. Failure to provide this verification prior to commencing work shall constitute acceptance of the existing conditions.
 - Z. Each Contractor shall coordinate with the Construction Manager for lay down areas, staging areas, and overall use of project site.
 - AA. No recycled import fill materials are permitted.

PART 2 – PRODUCTS (NOT APPLICABLE)
PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION 011000

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SECTION 011100 – MILESTONE SCHEDULE

PART 1 - GENERAL

1.1. MILESTONE

1. The following milestone schedule serves as basis for bidding. A Master Schedule will be developed at a general meeting within 21 days of Letter of Intent to Award the Contracts. Contractor will coordinate activities, forward submittals, deliver materials and provide necessary manpower to meet milestones listed below.
2. See phasing, logistics and sequencing schedule included with 015000

1.2. MILESTONE SCHEDULE

Washingtonville CSD Phase 3	Start	Finish
<u>General</u>		
• Procurement / Delivery Confirmation	NTP	1/27/27
<u>Taft ES</u>		
• Mobilization	6/28/27	7/2/27
• Installation of Exhaust Fans	---	8/13/27
<u>Middle School</u>		
• Mobilization	6/28/27	7/2/27
<u>Sitework</u>	6/30/27	
• Demolition	6/30/27	7/14/27
• Asphalt Paving	---	8/5/27
• Pavement Markings/Signage	---	8/10/27
<u>Window Replacement / Column Restoration</u>	6/28/27	
• Main Entry/North & South/Gymnasium Window Replacement/Column Restoration	6/28/27	8/20/27
<u>Kitchen Renovation & Associated Work</u>	6/28/27	
• Asbestos Abatement	6/28/27	7/9/27
• Roof & Roof Structure Modifications (Watertight)	---	7/23/27
• Installation of RTUs/EFs	---	7/30/27
• Installation of Food Service Equipment	---	8/13/27
• Substantial Completion	---	8/20/27

High School		
• Mobilization (Summer)	6/28/27	7/2/27
Sitework	7/27/27	
• Demolition	7/27/27	8/2/27
• Asphalt Paving	---	8/18/27
• Pavement Markings/Signage	---	8/20/27
Utilities		
• Installation of Water Heaters & Breeching	3/26/27	4/2/27
• Electrical Panels & Switchgear Replacement (2 nd shift as required, to be installed and energized without disrupting daily operations)	---	7/30/27
• FACP Upgrade & New FA Devices (2 nd shift as required, to be installed and energized without disrupting daily operations)	---	7/30/27
• Water Service Entrance Modifications	---	7/30/27
Natatorium, Locker Rooms, Spectator Area, & Associated Bathrooms	3/15/27	
• Mobilization	3/15/27	3/19/27
• Substantial Completion	---	8/20/27
Kitchen Renovation & Associated Work	6/28/27	
• Roof & Roof Structure Modifications (Watertight)	---	7/23/27
• Installation of Food Service Equipment	---	8/13/27
• Substantial Completion	---	8/20/27
Band Room	6/28/27	
• Erect Scaffolding	6/28/27	7/2/27
• Roof & Roof Structure Modifications (Watertight)	---	7/23/27
• Installation of RTUs	---	7/30/27
• All Overhead Work Complete to Allow for Installation of ACT Ceiling Grid	---	8/9/27
• Substantial Completion	---	8/20/27
Toilet Room Renovations / Corridor C101 & C102	6/28/27	
• Substantial Completion	---	8/20/27
Window Replacement / Masonry Façade Repairs	6/28/27	
• Main Office & Cafeteria Window Replacement/Brick Façade Repairs	---	8/20/27

Closeout		
Contractor Closeout (review the specifications) 30 days past substantial completion	---	9/18/27

1. All Work required by any of the Owner's representatives and consultants, including the Construction Manager, Architect, Architect's consultants, Owner's Attorneys, etc., to execute final the contract beyond Milestone dates, or to execute final closeout after 30 days past substantial completion, if determined to be caused by Contractor, shall result in payment(s) to the Owner for additional services to the Construction Manager, Architect, Architect's consultants, Owner's Attorneys, etc. These costs will then be issued in the form of a Deduct Change Order to the Contractor's contract at the Owner consultant's contractual rate.
2. Due to space limitations at the jobsite, all Prime Contractors are specifically notified that jobsite material lay-down areas will need to be relocated as necessary. All contractors are required to comply with Construction Managers direction and sequencing.
3. Any additional costs incurred by the owner's representatives, including the Construction Manager, Architect, Owner's staff, Owner's consultants and any related costs, due to schedule overruns beyond the milestone dates, if determined to be the contractor's responsibility, will result in a deduct change order at the contractual rate established by the Owner or their representatives.
4. Sufficient manpower shall be provided at all times to maintain progress of the job. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job.
5. The objective of this project is to complete the overall work in the shortest period of time. Thus, if access is provided to a work area sooner than originally scheduled, each contractor will likewise mobilize their forces earlier to maintain the reduction in overall schedule time.
6. Each Contractor is advised that "Time is of the essence" as per the General Conditions of the contract and they will work with multiple crews of sufficient size as necessary to carry out the work with the utmost speed with good workmanship. If the contractor fails to expedite and pursue any part of the work, the Owner may order the contractor to take "Extraordinary Measures", or hire others to complete the work and adjust their contract amount accordingly as per the General Conditions.
7. Contractors are specifically notified that they must properly staff the project with a competent field superintendent and a sufficient supply of workers to maintain progress

and flow of the work as required by the schedule, and to coordinate/install in a timely manner to facilitate the work of other trades.

8. All trades are hereby informed that construction will proceed in phases, requiring temporary disconnection, reconnection, and maintenance of utilities and services as needed. It is imperative to ensure uninterrupted use of essential services (such as mechanical, electrical, fire alarm, and public address systems) to all occupied areas throughout the project

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011100

SECTION 011400 - WORK RESTRICTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for Project site work restrictions including, but not limited to, the following;
 - 1. Occupancy requirements.
 - 2. Use of premises.
 - 3. Area available for use.
 - 4. Travel not obstructed.
 - 5. Phasing.
 - 6. Uniform Safety Standards for School Construction and Maintenance Projects.
 - 7. Smoking policy.
 - 8. Product delivery, storage and handling.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for additional work restriction requirements.

1.3 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. The Owner will obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which the Work is indicated. No signs or advertising are allowed except as approved by Architect or as required by laws, regulations or the Prime Contractor's protection as persons and property.
 - 1. Limits: Prime Contractors shall comply with Owner occupancy, and phasing requirements.
 - a. Prime Contractors shall limit operations including storage of materials and prefabrication to areas within the Contract Limit Lines unless otherwise permitted by Owner's Project Representative at the Owner's option.
 - b. Prime Contractors shall limit use of the premises for Work and for storage, to allow for:
 - 1) Owner occupancy & use.
 - 2) Work by other Prime Contractors.
 - 3) Work by Owner.
- B. Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
 - 1. Keep all areas free from accumulation of waste material, rubbish or construction debris on daily basis.
 - 2. Prime Contractors shall provide temporary closures at all openings in outside walls to maintain weather protection and security as directed by Owner's Project Representative.
 - 3. Open fires are not permitted.
- C. Prime Contractors shall coordinate the use of premises with the Owner through Owner's Project Representative and shall move any stored products under Prime Contractor's control, including excavated material, which interfere with operations of the Owner or separate contractors, at no expense to Owner.
- D. Prime Contractors shall assume full responsibility for the protection and safekeeping of products under Contract, stored on the site and shall cooperate with the Owner's Project Representative to insure security for the Owner's property.
- E. Lockout Tagout Policy: Each Prime Contractor shall follow this policy in addition to requirements of regulating authorities. Prime Contractors shall not circumvent or complicate Lockout Tagout Policy.
 - 1. At progress meetings, each Prime Contractor shall indicate extent of their Work with Owner's Project Representative for the period up to the next progress meeting.

- a. Each Prime Contractor shall identify all valves, disconnect devices or other devices requiring manipulation or turn off/on to District's Superintendent of Buildings and Grounds.
 - b. District's maintenance personnel will manipulate devices per Superintendent's directive only.
 - c. District's maintenance personnel will use Lockout Tagout procedure on all valves, disconnect devices and other devices.
 - d. Devices not coordinated during progress meeting shall be coordinated through the Owner's Project Representative. Provide 48-hour notice of required action.
- F. Protection of Equipment Material: Each Prime Contractor shall assume full and complete responsibility for protection and safekeeping of products and equipment stored and install at Project.
- G. Areas of Special Protection
1. Operations of the Contractor may not block, hinder, impede, or otherwise inhibit the safe and expeditious exiting of the building's occupants during an emergency.
 2. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor's work force will evacuate themselves from work areas and remain outside of work areas until the "all clear" is given. No work operations will be tolerated during the evacuation of the building or during an emergency.

1.5 AREA AVAILABLE FOR USE

- A. Prime Contractors shall confine operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Prime Contractors for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Owner's Project representative.

1.6 TRAVEL NOT OBSTRUCTED

- A. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
1. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- B. Each Prime Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor wholly obstruct a traveled way, and shall provide plain, appropriately worded signs, adequate barricades and lighting announcing such obstruction at the nearest cross streets, and at each end of the obstructed portion, directing traffic to and along an approved detour.

1.7 PHASING

- A. Prime Contractor shall assume full responsibility for Project Phasing requirements (See Exhibits A for Project Schedule & Phasing Plan). Coordinate with Owner's Project representative the following:
 - 1. Shut down of utilities.
 - 2. Deliveries.
 - 3. Change over of utilities.
 - 4. Painting prior to installation of equipment in areas not accessible after equipment installation.
 - 5. Inspection of systems and equipment prior to any Prime Contractor concealing items in walls, floors and ceilings.
 - 6. Testing and inspection agency requirements.
- B. Notify Owner's Project Representative of Construction Schedule modifications in writing at each progress meeting.

1.8 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
- B. General Safety and Security Standards for Construction Projects:
 - 1. All construction material shall be stored in a safe and secure manner.
 - 2. Fences around construction supplies or debris shall be maintained.
 - 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 4. During exterior renovation work, overhead protection shall be provided for any sidewalk or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 - 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

- C. Separation of Construction Areas from Occupied Spaces: Construction areas that are under the control of a Contractor and therefore, not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board assemblies must be used in exit ways or other areas that required fire rated separation. Heavy-duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - 1. A specific stairwell and/or elevator shall be assigned by the Construction Manager for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
 - 2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through hallways of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 - 3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- D. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- E. Prime Contractors shall be responsible for control of chemical fumes, gases, and other contaminants produced by the work to ensure they do not enter occupied portions of the building or air intakes.
- F. Prime Contractors shall be responsible to ensure that activities and materials which result in off-gassing of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- G. Prime Contractors shall provide temporary partitions and / or systems as required to prevent the migration of airborne contaminants from unoccupied areas or the exterior work areas, into occupied areas during construction operations.
- H. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". The term "building" ,", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non- combustible construction. The isolated portion of the building must contain exits which do not pass through the occupied portion and the ventilation systems must be physically separated and sealed at the isolation barrier.

1. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

1.9 SMOKING POLICY

- A. Use of tobacco at all Work sites, job office, parking lots and of Owner's property is prohibited. Use of tobacco may result in removal from Owner's property.
- B. This policy shall apply to all individuals entering a Work site or Owner's property including, but not limited to, part-time personnel, consultants, and employees of other companies or Prime Contractor's employees, sub-consultants, installers, etc., working on Project site.

1.10 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers written instructions.
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instruction for handling, storing, unpacking, protecting, and installing.
 4. Prime Contractor shall inspect products on delivery to ensure correct products have been delivered and are in compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store materials in a manner that will not endanger Project structure.
 6. Store products to allow for inspection and measurement of quantity or counting of units.
 7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instruction for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage.

PART 2 PART 2 – PRODUCTS (NOT USED)

PART 3 PART 3 – EXECUTION (NOT USED)

CSArch
Project No. 228-2401.03
END OF SECTION 011400

Washingtonville Central School District
2024 Capital Project Phase 3

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SECTION 011410 - NYSED 155.5 REGULATIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects, which are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

1.3 REQUIREMENTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
 - 1. No smoking is allowed on public school property, including construction areas.
 - 2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
 - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project
- B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
 - 1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.

2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
- C. General Safety and Security Standards for Construction Projects:
1. All construction materials shall be stored in a safe and secure manner.
 2. Fences around construction supplies or debris shall be maintained.
 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
- D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students, shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
 2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- E. The Architect will prepare phasing plans indicating exiting, required by the applicable building code, which shall be maintained during construction.

1. The Contractor shall submit plans, to be approved by the Architect, indicating temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period and meeting the requirements of the phasing plans.
 2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
 3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
- F. Prepare a plan detailing how adequate ventilation will be maintained during construction.
1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
 2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.
- G. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- H. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- I. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- J. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
- K. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

END OF SECTION 011410

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SECTION 012100 - ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor.
- B. Types of allowances include the following:
 - 1. Contingency Allowances
 - 2. Unit Price Allowances

1.3 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance cost proposal.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance cost proposal.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 ALLOWANCES

- A. Use the allowance only as directed by Architect for Owner's purposes and only by change documentation that indicate amounts to be charged against the allowance.

- B. Contractor's overhead, administrative expenses, project management, profit, and related costs for labor, products and equipment ordered by Owner under allowances are to be included within the allowance, and thereby included in the Contract Sum.
- C. Change Orders authorizing use of allowances will include all related Contractor's costs including but not limited to, procurement, installation, insurance, equipment rental, and similar costs as applicable to the specific allowance.

1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowances, the Architect will prepare a Change Order reflective of approved costs, utilizing Unit Prices if applicable, that will result in Allowance Remaining, if any.
 - 1. Contractor shall include installation costs in purchase amount only where indicated as part of the proposal request.
 - 2. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
 - 3. At Project closeout, credit unused amounts remaining in the allowance to Owner by deductive credit Change Order.
- B. Contractor shall submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's work.
 - 1. Contractor shall not include Contractor's or subcontractors' indirect expense in the cost proposal amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF ALLOWANCES:

- A. The following Contingency Allowances and Unit Price Allowances shall be included in the Base Bid value for each respective Contract:
 - 1. **For Contract No. 3-01 – Site Construction (SC):**
 - a. **Contingency Allowance No. CA-SC-3-01-001:** Sitework Construction Contingency Allowance for work at Washingtonville Middle School in the amount of \$40,000.00 lump sum.

- b. **Contingency Allowance No. CA-SC-3-01-002:** Sitework Construction Contingency Allowance for work at Washingtonville High School in the amount of \$40,000.00 lump sum.
- c. **Unit Price Allowance No. UPA-SC-3-01-001:** Sitework Construction Unit Price Allowance for the installation of 500 cubic yards of subbase as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
- d. **Unit Price Allowance No. UPA-SC-3-01-002:** Sitework Construction Unit Price Allowance for the installation of 500 square feet of standard duty asphalt as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
- e. **Unit Price Allowance No. UPA-SC-3-01-003:** Sitework Construction Unit Price Allowance for the installation of 250 square feet of heavy duty asphalt as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
- f. **Unit Price Allowance No. UPA-SC-3-01-004:** Sitework Construction Unit Price Allowance for the removal of 100 cubic yards of suitable soil and replacement with suitable fill as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
- g. **Unit Price Allowance No. UPA-SC-3-01-005:** Sitework Construction Unit Price Allowance for the removal of 50 cubic yards of rock as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
- h. **Unit Price Allowance No. UPA-SC-3-01-006:** Sitework Construction Unit Price Allowance for the installation of 250 cubic yards of subbase as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
- i. **Unit Price Allowance No. UPA-SC-3-01-007:** Sitework Construction Unit Price Allowance for the installation of 250 square feet of heavy duty asphalt as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
- j. **Unit Price Allowance No. UPA-SC-3-01-008:** Sitework Construction Unit Price Allowance for the removal of 100 cubic yards of suitable soil and replacement with suitable fill as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
- k. **Unit Price Allowance No. UPA-SC-3-01-009:** Sitework Construction Unit Price Allowance for the removal of 50 cubic yards of rock as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.

2. **For Contract No. 3-02 – General Construction (GC):**

- a. **Contingency Allowance No. CA-GC-3-02-001:** General Construction Contingency Allowance for work at Washingtonville Middle School in the amount of \$60,000.00 lump sum.
 - b. **Contingency Allowance No. CA-GC-3-02-002:** General Construction Contingency Allowance for work at Washingtonville High School in the amount of \$100,000.00 lump sum.
 - c. **Unit Price Allowance No. UPA-GC-3-02-001:** General Construction Unit Price Allowance for the abatement and removal of 100 square feet of two layer asbestos containing ceramic floor tile as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
 - d. **Unit Price Allowance No. UPA-GC-3-02-002:** General Construction Unit Price Allowance for the abatement and removal of 100 square feet of asbestos containing mastic as specified at Washingtonville Middle School, at Unit Price established on Bid Form for respective Contract.
 - e. **Unit Price Allowance No. UPA-GC-3-02-003:** General Construction Unit Price Allowance for the installation of 100 square feet of epoxy resinous flooring system as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
 - f. **Unit Price Allowance No. UPA-GC-3-02-004:** General Construction Unit Price Allowance for the installation of 100 square feet of acoustical ceiling panels as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
 - g. **Unit Price Allowance No. UPA-GC-3-02-005:** General Construction Unit Price Allowance for the installation of 100 square feet of acoustical ceiling grids as specified at Washingtonville High School, at Unit Price established on Bid Form for respective Contract.
3. **For Contract No. 3-03 – Mechanical Construction (MC):**
 - a. **Contingency Allowance No. CA-MC-3-03-001:** Mechanical Construction Contingency Allowance for work at Washingtonville Middle School in the amount of \$40,000.00 lump sum.
 - b. **Contingency Allowance No. CA-MC-3-03-002:** Mechanical Construction Contingency Allowance for work at Washingtonville High School in the amount of \$80,000.00 lump sum.
4. **For Contract No. 3-04 – Electrical Construction (EC):**
 - a. **Contingency Allowance No. CA-EC-3-04-001:** Electrical Construction Contingency Allowance for work at Washingtonville Middle School in the amount of \$30,000.00 lump sum.
 - b. **Contingency Allowance No. CA-EC-3-04-002:** Electrical Construction Contingency Allowance for work at Washingtonville High School in the amount of \$60,000.00 lump sum.

5. **For Contract No. 3-05 – Plumbing Construction (PC):**
 - a. **Contingency Allowance No. CA-PC-3-05-001:** Plumbing Construction Contingency Allowance for work at Washingtonville Middle School in the amount of \$25,000.00 lump sum.
 - b. **Contingency Allowance No. CA-PC-3-05-002:** Plumbing Construction Contingency Allowance for work at Washingtonville High School in the amount of \$45,000.00 lump sum.

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit price shall be used when and if required by Owner through Architect for all additions and deletions to the Contract quantities and shall be inclusive of furnishing and installing all necessary material, plus costs for delivery, insurance, labor, overhead, profit, equipment, hoisting, scaffolding, trucking, handling, submissions, layout, permits, coordination, hangers, inserts, couplings, testing, delivery, supervision, etc. as per change orders, and shall remain installed in quantities and locations as approved by the Architect/Construction Manager.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included in the Bid Form. Specification Sections contain requirements for materials described under each unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 LIST OF UNIT PRICES

A. **For Contract No. 3-01 – Sitework Construction (SC):**

1. **Unit Price No. UP-SC-3-01-001:** Provide the installation of subbase as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.
2. **Unit Price No. UP-SC-3-01-002:** Provide the installation of standard duty asphalt as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square feet).
 - a. Provide Unit Price on Bid Form for respective Contract.
3. **Unit Price No. UP-SC-3-01-003:** Provide the installation of heavy duty asphalt as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square feet).
 - a. Provide Unit Price on Bid Form for respective Contract.
4. **Unit Price No. UP-SC-3-01-004:** Provide the removal of unsuitable soil and replacement with suitable fill as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.
5. **Unit Price No. UP-SC-3-01-005:** Provide the removal of rock as specified at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.
6. **Unit Price No. UP-SC-3-01-006:** Provide the installation of subbase as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.
7. **Unit Price No. UP-SC-3-01-007:** Provide the installation of heavy duty asphalt as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square feet).
 - a. Provide Unit Price on Bid Form for respective Contract.
8. **Unit Price No. UP-SC-3-01-008:** Provide the removal of unsuitable soil and replacement with suitable fill as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.
9. **Unit Price No. UP-SC-3-01-009:** Provide the removal of rock as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per cubic yard).
 - a. Provide Unit Price on Bid Form for respective Contract.

B. **For Contract No. 3-02 – General Construction (GC):**

1. **Unit Price No. UP-GC-3-02-001:** Provide the abatement and removal of two layers of asbestos containing ceramic floor tile at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square foot).

- a. Provide Unit Price on Bid Form for respective Contract.
 2. **Unit Price No. UP-GC-3-02-002:** Provide the abatement and removal of asbestos containing mastic at Washingtonville Middle School, in addition to what is scheduled in the Contract Documents (per square foot).
 - a. Provide Unit Price on Bid Form for respective Contract.
 3. **Unit Price No. UP-GC-3-02-003:** Provide the installation of epoxy resinous flooring system as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).
 - a. Provide Unit Price on Bid Form for respective Contract.
 4. **Unit Price No. UP-GC-3-02-004:** Provide the installation of acoustical ceiling panels as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).
 - a. Provide Unit Price on Bid Form for respective Contract.
 5. **Unit Price No. UP-GC-3-02-005:** Provide the installation of acoustical ceiling grids as specified at Washingtonville High School, in addition to what is scheduled in the Contract Documents (per square foot).
 - a. Provide Unit Price on Bid Form for respective Contract.
- C. **For Contract No. 3-03 – Mechanical Construction (MC):**
1. None
- D. **For Contract No. 3-04 – Electrical Construction (EC):**
1. None
- E. **For Contract No. 3-05 – Plumbing Construction (PC):**
1. None

END OF SECTION 012200

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SECTION 012300 - ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether indicated as part of alternate or not.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Each Prime Contractor shall provide value for each Alternate where indicated on the Bid Form for each respective Contract:
1. For Contract No. 3-01 – Sitework Construction (SC):
 - a. **ADD Alternate No. SC-3-01-001:** At Washingtonville High School; mill, repave, restripe, and remark upper parking lot area, in addition to scheduled base bid work, as identified on the Contract Documents.
 - b. **ADD Alternate No. SC-3-01-002:** At Washingtonville High School; mill, repave, restripe, and remark lower athletic field parking lot area to main roadway, in addition to scheduled base bid work, as identified on the Contract Documents.
 - c. **ADD Alternate No. SC-3-01-003:** At Washingtonville Middle School; install new concrete piers, new pole sleeves, new ball netting, and set the owner-furnished ball netting poles at the baseball field at the upper field area, in addition to scheduled base bid work, as identified on the Contract Documents.
 - d. **ADD Alternate No. SC-3-01-004:** At Washingtonville Middle School; provide heavy duty pavement in lieu of standard duty pavement in the Bus Loop area, in addition to scheduled base bid work, as identified on the Contract Documents.
 - e. **ADD Alternate No. SC-3-01-005:** At Washingtonville High School; provide seating wall expansions and site stair installations, in addition to scheduled base bid work, as identified on the Contract Documents.
 2. For Contract No. 3-02 – General Construction (GC):
 - a. None
 3. For Contract No. 3-03 – Mechanical Construction (MC):
 - a. None
 4. For Contract No. 3-04 – Electrical Construction (EC):
 - a. None
 5. For Contract No. 3-05 – Plumbing Construction (PC):
 - a. None

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
 - 1. The provisions of this Section apply to the work of each prime contractor.
- B. Related Sections: the following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2. Division 01 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
 - 3. Division 01 Section "Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or reviewed Drawings and Specifications.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them as instruction to stop work in progress or to execute the proposed change.
 - 2. Within 5 days of receipt of a proposal request, submit an estimate of the cost necessary to execute the change to the Architect for the Owner's review.

- a. Include an itemized list of quantities of products required and unit costs, with the total amount of purchases to be made. Furnish survey data and backup invoices, quotes paperwork to substantiate.
 - b. Separate labor hours by trade and indicate labor rate. (Submit attached labor rate worksheet notarized for each trade / classification.)
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Include an updated Contractors Construction Schedule that indicates the effect of the change, including but not limited to; changes in activity duration, start and finish times, and activity relationship. Use available float before requesting an extension of contract time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect with copy to the Construction Manager.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include an itemized list of quantities of products required and unit costs, with the total amount if purchases to be made. Furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Include labor rate breakdown sheets for each trade.
 3. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
 4. Include detailed substantiation that indicates the effect of the change, including but not limited to; changes in activity duration, start and finish times, and activity relationship. Use available float before requesting an extension of contract time.

1.5 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in the purchase amount only where indicated as part of the allowance.
 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
 3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.

4. Separate labor hours by trade and indicate labor rate. (Submit attached labor rate worksheet notarized for each trade / classification.)
 5. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
 6. The contractor's overhead and profit, along with all costs related to bonds and insurance, must be incorporated into the general requirements of the contract sum and cannot be charged against any allowance disbursements. Supervision costs will only be reimbursed if the work takes place outside the superintendent's regular on- site supervision hours.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 15 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 15 days.
1. Do not include the Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
 2. No change to the Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. CHANGE ORDER PROCEDURES
- D. Upon the Owner's approval of a Proposal Request, the Architect or Construction Manager will issue a Change Order for signatures of the Owner, Architect, Construction Manager, and the Contractor.

- E. No Change Order or Allowance requisitions can be made or listed on the requisition, unless the formal Change Order or Allowance Disbursement paperwork has been fully executed by Contractor, Construction Manager, Architect, and Owner.
- F. Requests for changes in bond fees, if any, will be analyzed at the conclusion of the project. Contractor's bonding company to submit substantiation letter. (Bond amount based on total adjusted contract value)

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION 012600



Arris Contracting Company, Inc.
189 Smith Street
Poughkeepsie, NY 12601

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____		County: _____		Date: _____	
Address: _____					
Telephone Number: _____					
Trade: _____ (Provide separate sheet for each trade, foreman/journeyman, etc.)				REGULAR BASE RATE	PREMIUM TIME BASE RATE
A. WAGE RATE PER HOUR					
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour		
Vacation and Holiday					
Health and Welfare					
Pension					
Annuity					
Education / Apprentice Training					
Supplemental Unemployment					
Security Fund					
Industry Advancement					
UBC-Appr., Health, Safety, Educ.					
Labor Management Fund					
B. TOTAL BENEFITS PER HOUR					
PAYROLL TAXES AND INSURANCE					
F.I.C.A. / Social Security (up to the maximum required by law)		%			
Medicare		%			
Federal Unemployment (up to a maximum of \$56.00 per employee per year)		%			
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)		%			
Workers' Compensation Code: _____		%			
Disability		%			
C. TOTAL TAXES AND INSURANCE PER HOUR					
All Benefits are paid directly to Employee. _____ x _____ % =					
Only benefits identified by * are paid directly to Employee.					
D. TOTAL LABOR RATE				(A + B + C) =	
E. DOCUMENTATION					
For General Liability and Workers Compensation, provide policy renewal page from insurance carrier (with contractor name, address, and insurance agent) for substantiation purposes.					
F. CONTRACTOR'S CERTIFICATION					
I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.					
Signature _____			Sworn before me this _____ day		
Print Name of Authorized Representative _____			of _____, 20 _____.		
Print Title _____			Notary Public _____		

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

1.3 SCHEDULE OF VALUES

- A. Coordination: Contractor shall coordinate preparation of its Schedule of Values for the Work with preparation of the Contractors' Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule
 - b. Application for Payment forms, including Continuation Sheets
 - c. List of subcontractors
 - d. Schedule of allowances
 - e. Schedule of alternates
 - f. Schedule of submittals
 - 2. Submit the Schedule of Values (SOV) to the Construction Manager within 10 days of receipt of the Letter of Intent but no later than 10 days before the date scheduled for submittal of the initial Applications for Payment. (SOV's received after the 15th of the month, will not be allowed to requisition until the following month, due to input time for CM & Owner into their computer systems).
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project SED number.
 - d. Contractor's name and address.
 - e. Date of Submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items as requested by the Construction Manager. Multiple line items will be provided for amounts in excess of five percent of the contract sum, broken out into subcomponents equaling not greater than five percent each. Separate all line items by material & labor.
 - a. Breakdown shall be separated between additions, renovations and sitework with subtotals for each.
 - b. Breakdown will be separated by school (and NYSED number) each with its own stand-alone front-end sections as outlined in item 4 below. Each will have their own subtotal, so that the owner can easily see the value to date without needing to add columns.
4. In addition to the breakdown of specification sections, separate line items will be required for the following front-end line items:
 - a. Bonds & OCP insurances shall be listed as separate line items. (Substantiation letters required from bonding & insurance company for any amount higher than industry standard of 2.0% of contract sum). Only OCP insurance is allowed for insurance line item. All other insurance costs must be distributed by contractor evenly throughout the various sections.
 - b. Supervision – include a minimum of 1% of contract sum.
 - c. Project Administration – include a minimum of 1% of contract sum.
 - d. Project meetings (appropriate value for weekly attendance for entire duration of project – see Section 013119 Project Meetings for amount)
 - e. Punchlist – include a minimum of 2.5% of contract sum

- f. Closeout: separate lines for demobilization, Operation & maintenance manuals, closeout paperwork, demonstration & training (total for closeout minimum 2% percent of contract value)
 - g. Continuous Clean-up and Final Clean-up values each at minimum of 2% of contract sum.
 - h. General Contractor to add line item for Broom sweep/damp mopping at minimum of 0.5% of contract sum.
5. Round amounts to the nearest whole dollar; the total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing.
7. Provide separate line items on the Schedule of Values for the initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Allowances to be listed at the end of the Schedule of Values.
9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
10. Schedule of Values Updating: Update and resubmit the Schedule of Values with the next Applications for Payment when Approved Change Orders or Executed Construction Change Directives and Approved Allowance Disbursements.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

- B. Payment Application Times: Each progress-payment date is indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Times:
 - 1. Submit the initial Payment Application to the Construction Manager and the Architect by the twenty fifth of the month for that month. The Construction Manager and the Architect will provide final comments within three business days of receipt on the twenty fifth of the month. If submitted later than the twenty fifth of the month, review times may be as long as five days from receipt.
 - 2. All required documents, including the final version of the Application for Payment, based on the comments provided by the Construction Manager and the Architect, must be received by the Construction Manager no later than the first business day of the month following the twenty fifth due date. This will allow for final review by the Construction Manager for accuracy and completeness of submitted documents. If comments are provided to the contractor, the contractor must submit a new complete package including all required corrections/updates.
 - 3. All final, complete, Payment Applications will be paid in accordance with the terms of the Standard Form of Agreement Between Owner and Contractor.
 - 4. If a complete package is submitted late to the Construction Manager, the contractor will be paid as per the terms of the Standard Form of Agreement Between Owner and Contractor.
- D. Payment-Application Forms: Use AIA Document G732/CMA (provide a line for the Construction Manager's signature) and Continuation Sheets G703 as the form for Applications for Payment.
 - 1. Separate Continuation Sheets shall be provided for work which takes place on each building and per NYSED project number indicated on drawings and specifications, which will detail that portion of the contract which is attributable to the specific building and NYSED project number indicated on drawings and specifications.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Manager will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions are made.
 - 2. Include amounts of Change Orders and Allowances issued prior to the last day of the construction period covered by the application. (No Change Order or Allowance requisitions can be made or listed on the requisition, unless the formal CO/AD paperwork has been fully executed by Contractor, Construction Manager, Architect, and Owner).

3. Provide digital copies of payrolls which are signed and notarized (Blue Ink) documenting compliance with prevailing wage laws. Payroll for contractors is required from the 25th of the previous month to the 24th of the current month. Payroll for subcontractors is required from the 15th of the previous month to the 14th of the current month.
 4. Provide copies of lien waivers for the previous payment (or anticipated payment.) Include certificate of monthly payment for subcontractors for the previous month.
 5. Provide OSHA 10 certificates for all workers on site.
 6. Payment for stored materials (whether onsite but not installed, or offsite in a secure warehouse) will require a bill of lading showing the exact value and photographs. In no case shall more than 90% be approved for uninstalled stored materials. An insurance certificate must be provided, specifically to the materials stored with the appropriate dollar value (for onsite or offsite materials).
- F. Transmittal: Submit 1 signed and notarized digital copy (blue ink signature) of each Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. The digital copy shall be complete and attached as a single file to include all waivers of lien, certified payrolls and similar attachments.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect and Construction Manager.
- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 4. Waivers Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following. The initial payment application will not be processed until all of these actions and submittals have been received by the Construction Manager. When preliminary submissions are received with the initial application (items 4 and 7), the final submission for these items must be received and approved by the Construction Manager prior to submission of the second application for payment.

1. List of subcontractors.
 2. List of principal suppliers and fabricators
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire the Owner's insurance.
 12. Initial settlement survey and damage report, if required.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. Final progress photographs.
 - l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Transmittal of required Project construction records to the Owner.
 4. Removal of temporary facilities and services.
 5. Removal of surplus materials, rubbish, and similar elements.

PART 2 – PRODUCTS (NOT APPLICABLE)

- 3.1 No retainage release will be approved by owner until all closeout documents (Closeout paperwork, as-builts, O&M manuals, AIA release forms, warranties, material turnover receipts, etc.) are received and verified complete.

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Cleaning and protection.
- B. Related Sections: The following Sections: the following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Project Meetings" for progress meetings, coordination meetings, and pre-installation conferences.
 - 2. Division 01 Section "Construction Progress Schedule" for preparing and submitting the Contractor's Construction Schedule.
 - 3. Division 01 Section "Material and Equipment" for coordinating general installation.
 - 4. Division 01 Section "Closeout Procedures" for coordinating contract closeout.

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.

4. Contractor is required to coordinate with their subcontractors, other Prime Contractors and the Construction Manager, sufficiently ahead of the work progressing.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining specials procedures required for coordination. Include such items as require notices, reports, and attendance at meetings.
 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Processing of submittals and photocopying/delivery to affected contractors.
 4. Progress meetings
 5. Project closeout activities.
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components. (e.g. - sub slab piping, ceiling spaces, etc.)
 1. Show the relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in Section "Submittals."
 4. HVAC Contractor will begin coordination drawing process within 15 calendar days of award of Contract by providing 1/4" scale drawings indicating locations of all ductwork layout, piping layout, Bottom of duct etc. Electronic documents will then be submitted to Electrical Contractor for lighting fixtures, main feeders and clearances. Electronic documents will then be provided to the Plumbing Contractor for inclusion of their work. Finally, to the General Contractor for ceiling information (Each contractor shall complete their review and mark-ups within 5 days)

5. A coordination meeting with all Contractors and subcontractors to review completed coordination drawings will be held within 45 days of Contract award.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 1. Electronic CAD Files of Project Base Plan Drawings; May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
 2. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - a. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Document. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Contract Drawings and Specifications. CAD Files do not necessarily represent the latest Contract Documents, existing conditions and as-builts conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - b. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - c. Receiver shall not hold Architect/ Engineer responsible for data or file clean- up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - d. Receiver shall understand that even through Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 1) Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses or damage caused by presence of computer virus in file or media.
 3. Upon request to the Architect, and at the Architect's sole discretion, Base Plan Drawings only may be provided to the Prime Contractor in electronic format (for example, AutoCAD format) by the Architect at charge rate to cover the architect's cost for producing.
 4. Prior to the Architect's dispensing of documents in electronic format, the Contractor shall execute and deliver an "Electronic Media Release Agreement," provided upon request by Architect, along with said payment.

- C. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
 - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 GENERAL COORDINATE PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTING

- A. Prime Contractor is to clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise Construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.

11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. High-speed operation.
20. Improper lubrication.
21. Unusual wear or other misuse.
22. Contact between incompatible materials.
23. Destructive testing.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.
27. Improper shipping or handling.
28. Theft or vandalism.

3.3 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI and forward to the Construction Manager via the internet web-based service.
- B. RFIs shall originate with Contractor. RFI's submitted by entities other than Contractor will be returned with no response.
 1. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- C. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project Name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect and Construction Manager.
 5. RFI number, numbered sequentially. Use prefix based on Contract (i.e. MC, EC).
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate
 9. Contractor's suggested solution(s). If Contractor solution(s) impact the Contract Time or the Contract Sum, Contractor shall state the impact in the RFI.
 10. Contractors Signature.

11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies and attachments.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it accordingly.
 1. The following RFIs will be returned without action:
 - a. Requests for approval substitutions.
 - b. Requests for coordination information already indicated in the Contract Documents.
 - c. Requests for adjustments in the Contract Time or the Contract Sum.
 - d. Requests for interpretation of Architect's actions on submittal.
 - e. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractors believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's and Construction Manager's action, immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

3.4 DEFICIENCY REPORTS

- A. If the Owner, Architect, or Construction Manager notes a deficiency in an installation, material, etc., they will issue a deficiency report via the internet web-based service to the appropriate contractor. The contractor has the designated time listed to correct the deficiency and upon completion must respond back in the internet web-based service. The A/E will then perform a follow-up inspection to confirm that the deficiency was adequately corrected.

3.5 DEPARTMENT OF LABOR OVERTIME REQUEST

- A. The DOL overtime request form shall be filled out and forwarded by each contractor to the Construction Manager prior to the start of any onsite work. Contractors will not be allowed to work Weekends or after hours unless the DOL has been properly notified.

END OF SECTION 013100

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Preinstallation conferences.
 - 3. Progress meetings.
 - 4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Coordination" for procedures for coordinating project meetings with other construction activities.
 - 2. Division 01 Section "Submittals" for submitting Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. A preconstruction (Kick-off Meeting) conference will be scheduled before starting construction, at a time convenient to the Owner, Construction Manager and the Architect, but no later than 15 days after issuance of the Letter of Intent. The conference will be held at the Project Site or another convenient location.
- B. Attendees: Authorized representatives of the Construction Manager, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All conference participants must be knowledgeable about the Project and authorized to make decisions regarding the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.

4. Procedures for processing field decisions and Change Orders.
 5. Procedures for processing Applications for Payment.
 6. Distribution of Contract Documents.
 7. Submittal of Shop Drawings, Product Data, and Samples.
 8. Preparation of record documents.
 9. Use of the premises.
 10. Parking availability.
 11. Office, work, and storage areas.
 12. Equipment deliveries and priorities.
 13. Safety procedures.
 14. First aid.
 15. Security.
 16. Housekeeping.
 17. Working hours.
- D. Reporting: Construction Manager shall prepare and issue minutes to attendees and interested parties.

1.4 PREINSTALLATION CONFERENCES

- A. The Construction Manager will conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Attendees: The Installer and representatives of the Prime Contractor, manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Construction Manager and Architect of scheduled meeting dates.
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of markups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's recommendations.

- m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities.
 - q. Space and access limitations.
 - r. Governing regulations.
 - s. Safety.
 - t. Inspecting and testing requirements.
 - u. Required performance results.
 - v. Recording requirements.
 - w. Protection.
- 2. The Construction Manager will record significant discussion and agreements and disagreements of each conference and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
 - 3. Contractors should not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.
 - 4. Reporting: The Construction Manager will issue minutes to attendees, Owner and Architect.

1.5 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project Site at regular intervals (typically weekly) as determined by the Construction Manager.
- B. Attendees: In addition to representatives of the Owner, Construction Manager, and the Architect, each Prime Contractor shall be represented at these meetings. Attendance is mandatory at meetings and contractor will include in their bid a sum of \$250.00 per meeting to have an authorized individual in attendance capable of making decisions and providing direction. Each contractor shall plan for meetings during second shift work on a biweekly basis. During summer construction activities, the Project will require weekly meetings from the end of the school year through October of each year.
 - 1. This total dollar amount will be listed as a separate line item on the contractor's Schedule of Values. If the contractor misses a meeting without prior written authorization from the Construction Manager, they will be issued a deduct change order in the amount of \$250.00 per occurrence. Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner, Construction Manager, and the Architect. All conference participants must be knowledgeable about the Project and authorized to make decisions regarding the Work.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Status of submittals.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of work.
 - k. Hazards and risks.
 - l. Housekeeping.
 - m. Quality and work standards.
 - n. Change Orders.
 - o. Documentation of information for payment requests.
- D. Reporting: Approximately 5 days after each meeting, the Construction Manager will prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

1.6 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- D. The CM's Field Manager will conduct daily meetings with the prime contractors and major subcontractors' foremen. The purpose of the meetings is to provide the opportunity for each contractor to communicate to the Field Manager any items relating to their respective construction activity for that day (request for shutdown, deliveries, etc.) The meetings will commence from 7:00 o'clock am until 7:30 o'clock am. These meetings are generally informal. The CM's Field Manager will keep minutes of these meetings when appropriate and will be available upon request.

1.7 SAFETY MEETINGS

- A. Each Contractor will be responsible to conduct their own safety meetings on a regular basis (but not less than four times during any thirty-day period.)
- B. Minutes of the Safety Meeting must be maintained by each contractor onsite and must be made available upon request. Failure to conduct and submit meeting minutes will be grounds to reject the Prime Contractor's progress payment.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

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SECTION 013150 - SAFETY AND HEALTH

PART 1 GENERAL

1.1 SAFETY AND HEALTH REGULATIONS

A. Site Safety Plan

1. The Owner expects the full cooperation of all contractors, regardless of tier, monitoring, supervision, and enforcing the project safety and fire prevention program, including requirements by the Owner.
2. The safety of the Contractor and subcontractors, and their representatives, agents, employees and invitees, while on the Work site, or of any other person who enters upon the Work site with the consent of Contractor, subcontractors or the representatives, agents, employees or invitees of any of them for reasons relating to the Contract, shall be the sole responsibility of Contractor. Contractor shall at all times maintain good order among its employees and shall not employ, for purposes of the Contract, any person unfit or not skilled in the Work assigned.
3. Contractor shall, at all times during the performance of the Contract, take all measures and precautions to (i) protect the property of the Owner and others, and (ii) prevent injury, illness or death to any person. Such measures and precaution shall include, but shall not be limited to, all safeguards and warnings necessary (i) to protect all persons against any condition, including exposure to health hazard, on the Work site which could be dangerous and (ii) to prevent accidents of any kind whenever the Work is being performed, particularly where the Work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Contractor, its subcontractors, Owner, or other persons.
4. Contractor shall promptly comply and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall promptly comply with any and all of Owner's requirements, if any, to initiate corrective action for deficiencies regarding (i) the prevention of accidents or fires or (ii) the elimination of accident hazards, fire hazards or unsafe practices.

5. Contractors shall comply, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall comply with all federal, state and local safety, health and environmental laws, rules, regulations, ordinances, orders, decrees, decisions, restrictions and permits and licenses including, but not limited to, the Occupational Safety and Health Act, 29 U.S.C. § 651 et. seq.; as they have been or will be amended from time to time, and the regulations implementing such statutes; any similar state and local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.
6. Contractor shall comply, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representative, agents employees and invitees shall comply, with such regulations, policies and procedures as Owner may from time to time establish.
7. Contractor shall not introduce, and shall at all times during the performance of the Contract take all measures and precautions necessary to ensure that subcontractors and their representatives, agents, employees and invitees shall not introduce, onto the Work site any Hazardous Substance without Owner's prior written approval. "Hazardous Substance(s)" means (i) any substance, material, chemical or waste which is or shall be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or (ii) any petroleum products, or (iii) any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reactions or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.
 - a. "Applicable Environmental Law" means any and all laws concerning the protection of human health and the environment which include, but shall not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state and local laws and ordinances concerning the protection of human health and the environment and the regulates implementing such statutes.

B. Safety Program

1. Contractors to be responsible for maintaining a safe job. This will be insured by the following means:

- a. **All construction employees shall wear a hard hat and safety glasses at all times.** Other safety protection shall be as dictated by the work. Each contractor shall keep spares of each in their site trailer or gang box for new employees and replacement.
- b. **All workers are required to wear green fluorescent safety vests** for increased awareness/visibility at all times while working on site. Each contractor shall keep spares in their site trailer or gang box for new employees and replacement.
- c. A bi-weekly jobsite safety meeting will be conducted on the job site by the contractors. Construction Manager may attend to assist with overall project coordination. Contractors and their subcontractors working on the project will be required to have responsible representation attend these meetings. At these meetings, observations regarding safety of the project will be discussed with recommendations and follow-up for corrections given. Also, contractors shall advise of the forthcoming operations that could create new hazards. There will be a 24-hour limitation imposed on correction of safety violations (immediately on critical hazard).
- d. In accordance with OSHA and CAP requests, each contractor will hold weekly "Tool Box" meetings with jobsite personnel to discuss safety. Minutes of each (handwritten) of these meetings shall be turned in weekly with the hazmat log to the Construction Manager
- e. All Contractors and (including delivery drivers) persons employed on the job site are required to wear a hard hat and eye protection as a condition of employment. There are no exceptions to this rule. Contractors will provide his workers with all necessary personal protective equipment and tools and enforce the use of same.
- f. Any visitors to the job site are required to check in with Superintendent in advance (must receive access approval), and sign a release form if approved.
- g. Aluminum or steel ladders are not allowed on this project (electrical conductors).
- h. Steel erectors and metal deck installers are required to utilize 100% positive fall protection at all times.
- i. **There is a 6'-0" positive fall protection rule for all work on this project.** The use of guard rail, safety harness with a personal protection device, or safety net **whenever ANYONE** is working at or above 6'-0" is required except as follows:
 - 1) Use of a trained full time safety monitor if other positive means are deemed to be infeasible by the employer and agree upon by Superintendent for roof and leading edge work,

- 2) During scaffold erection and dismantling the designated competent person overseeing the operation shall determine the feasibility of positive fall protection. If it is deemed that positive is infeasible, the competent person shall put a fall protection plan in writing which meets the Federal OSHA requirements found in Subpart L section 1926.451(g) and submit to Superintendent for review prior to commencing the operation.
 - 3) The 6'-0" fall policy does not apply to moving up and down ladders. However, when working from ladders, and an individual's work requires him/her to lean out over the side rails of the ladder, positive fall protection utilization is mandatory.
- j. The contractor is expected to have a scheduled maintenance program for all tools and equipment.
 - k. Contractors are responsible to remove and replace in original positions barricades, railings, covers, etc., in accordance with subpart M, OSHA 1926.500. The unguarded opening(s) shall be manned until the barricade is replaced. During discontinuous or intermittent work operation, safety protection is to be replaced immediately. If not promptly replaced, replacement will be by others at the removing contractor's expense.
 - l. All electrically operated tools and equipment must be properly grounded with the exception of approved insulated types.
 - m. Only low velocity powder actuated tools can be used. All personnel must be certified when using powder activated tools and laser devices. All use of these tools must be approved and be logged in with the Construction Manager Superintendent prior to their usage, as well as, posting all proper signage.
 - n. All compressed gas cylinders must be properly handled. They must always be in the upright position and properly secured when stored. Cylinders are to be separated by a minimum of 15 feet. All oxygen and acetylene cylinders in use should be secured on a special carrier with a fire extinguisher.
 - o. All shanties and trailers must be supplied with a current 20# ABC fire extinguisher, an OSHA approved first aid kit and a copy of the OSHA Construction Standards. A prominent sign is required at the extinguishers location. If gang boxes are used instead of a shanty, the gang box shall contain the above.
 - p. Take all necessary precautions to avoid fires. Provide fire watches when welding or burning operations are in progress.
 - q. Construction Manager is to be notified immediately of any accident on site. Contractors shall provide accident reports to Construction Manager no later than (3) working days after an accident occurs.

- r. All project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts, tank tops or sneakers shall be permitted.
- s. Each Contractor is responsible for all his subcontractors and suppliers safety compliance, regardless of tier, with the contractor's project safety program, and all Federal, State and Local Codes and Regulations.
- t. Each Contractor shall have at least one (1) qualified first aid person and competent person on the Project at all times. The name of this person and date of certification shall be submitted to Project Superintendent at the start of his work and any change shall be noted on the weekly Tool Box Talk Minutes.
- u. Alcoholic beverages or illegal drugs are not permitted on this Project.
- v. Walkman type radios with earphones are not permitted on this Project. Loud radio playing is a potential hazard, disrupting to building occupants and is not permitted.
- w. No Contractor shall permit their employees to use another contractor's scaffold without written permission from the owner of the scaffold. All scaffolds shall be checked daily and before each use for safety compliance. No scaffold shall be left at any time in an unsafe condition and shall be removed immediately if not to be used again.
- x. All extension cords, cables and hoses shall be maintained at least 6 feet 6 inches above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use until repaired.
- y. All temporary electrical installations and all extension cords shall conform to the latest OSHA Construction Standards.
- z. No material shall be stored within 6 feet of a floor opening of the building. For assistance with storage locations, contact the Project Superintendent.
- aa. All equipment, materials and debris shall be secured at all times, or removed immediately to grade level until the building is enclosed, to prevent wind blown objects.
- bb. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers.
- cc. In accordance with the provisions of the HAZARD COMMUNICATION STANDARD 29 CFR-1926, Material and Safety Data Sheets for any chemical/substance along with any additional information, safety data or supplemental material safety data sheets available now or in the future are required to be submitted to Construction Manager prior to material deliveries to the site.

- 1) Failure to comply with the agreement may result in Construction Manager receiving a citation from the Occupational Safety and Health Administration (OSHA), for violation of the Hazard Communication Standard. The contractor shall be responsible for all costs to Construction Manager for such citations issued in connection with the contractor's material.
- 2) The contractor shall be responsible for, but not limited to, the following conditions as it relates to the Hazards Communications Act:
 - a) Set up and conduct a program for its employees at each jobsite.
 - b) Attend (mandatory) Monthly Safety meeting each jobsite for exchange of information.
 - c) Maintain an updated chemical inventory sheet an MSDS's, which must be coordinated and shared with Construction Manager and all other subcontractors at the jobsite. Contractors shall turn these in with copies of their Tool Box Talks.
 - d) Each contractor is responsible for maintaining an updated file for this jobsite for all hazards that may be encountered on the job.
 - e) Each contractor is responsible for labeling and identifying materials (per OSHA requirements) used by him and sharing this information with all other contractors and subcontractors at the jobsite.
 - f) Training and documentation of training in hazard communications is the responsibility of each contractor.
 - g) Each contractor is responsible to coordinate with Field Superintendent in satisfying all OSHA requirements.
 - h) All documentation of respiratory "Fit Test", medical records,etc., shall be submitted prior to any work shall be performed requiring such protection.

END OF SECTION 013150

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittal Schedule.
 - 4. Daily construction reports.
 - 5. Material/equipment status reports.
 - 6. Field condition reports.
 - 7. Special reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit 4 copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's Construction Site Coordinator's final release or approval.
- C. Preliminary Construction Schedule: Submit three opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. Daily Construction Reports: Submit one copy at no less than weekly intervals.
- F. Material/Equipment Status Reports: Submit two copies at bi-weekly intervals.

- G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- H. Special Reports: Submit two copies at time of unusual event.
- I. Two Week Look Ahead Schedule: submit one copy weekly at the project coordination meeting.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for completion and startup procedures.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review submittal requirements and procedures.
 - 11. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Site Coordinator's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.

e. Substantial Completion.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
 - 2. Contractor shall assign cost to construction activities on the Construction Schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 - 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial Completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Material Location Reports: At bi-weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Site Coordinator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall develop a full schedule, in sufficient detail and clarity of form and technique so that the contractor can plan and control his work properly and the Construction Manager/Owner can readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule and submit to the CM within 10 days after contract award.
- B. The schedule shall comply with the various limits imposed by the scope of work and by any contractually intermediate milestone and completion dates included in the contract.
- C. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole working days. All durations shall be the results of definitive manpower and resource planning by the Contractor. The Contractor will provide specific manpower loading information/crew size to support the duration proposed. (e.g. – 4-man crew get 1,000 sf/day project has 11,000 sf: thus, duration was identified as 11 days).
- D. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphic. Activity codes shall be developed for:
 - 1. Area: Subdivision of the site into logical modules or blocks and levels.
 - 2. Responsibility: contractor or subcontractor responsible for the work.
 - 3. Specifications: 33 Division CSI format
 - 4. System: Division of the work into building systems or summary purposes.
 - 5. Milestone: Work associated with completion of interim completion dates or milestones.
 - 6. Pay Item: Work identified with a pay item on the Schedule of Values.

1.2 REPORTS

- A. For initial submittal and each update, the contractor shall prepare the following standard report:
 - 1. Tabular Schedule Report sorted by Activity code and Early Start.

1.3 GRAPHICS

- A. For initial submittal the contractor shall prepare the following graphic:

1. Pure logic diagram (Precedence Format) of entire data, not time scaled, grouped by Activity code
 2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish
 3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish.
- B. For each update the contractor shall prepare the following graphic:
1. Bar Chart showing work activities with Early Start in the next 40 work days sorted by Activity Code and Early Start.
 2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish.
- C. For each Change Order involving adjustment in the contract time for performance the contractor shall prepare a pure logic diagram showing the changed work with all predecessor and successor activities (Fragnet).

1.4 SUBMITTALS

- A. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values that has been approved by the Owner and Construction Manager.
- B. Monthly updates, required schedules and graphics shall be submitted to the Construction Manager/ Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted electronically.
- C. If any of the required submissions are returned to the Contractor (10) calendar days after the return date. Resubmittals shall be in the same quantities as noted above. Review and response by the Construction Manager/ Owner will be given within (10) calendar days after resubmission.

1.5 PAYMENT WITHHELD

- A. If the contractor fails to submit the required schedule information as indicated in this section within the time prescribed or revision thereof within the requested time, the Construction Manager/ Owner may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

1.6 UPDATES

- A. Updates of the Schedule shall be made every two weeks reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly updates of the Detailed Schedule will be made each month until all work is substantially complete.

- B. The Contractor will meet with the Construction Manager/ Owner at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractors will present data, prepared in advance, for review and approval of the Construction Manager/ Owner including:
 - 1. Actual Start Dates
 - 2. Actual Completion Date
 - 3. Activity percent complete and /or Remaining Duration
 - 4. Revised logic, changes in activity duration's or resource assignments.
 - 5. Narrative report discussing progress through the update period; changes delay or other circumstance affecting progress; status of the project with respect to completion schedule; any efforts by the Contractor to improve progress.
- C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedules of values in the application for payment.
- D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The contractor shall promptly prepare the monthly submittal following the update meeting.

1.7 CHANGES, DELAYS AND EXTENSIONS OF TIME

- A. When changes or delays are experienced, the Contractor shall submit to the Construction Manager/Owner a Time Impact Analysis illustrating the influence of each change or delay on the current Contract scheduled completion date. Each time analysis shall include a Fragnet (network analysis) demonstrating how the Contractor proposed to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of construction at the point in time, and activity duration of all effected activities. The activity duration used in this analysis shall be those included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- B. Each Time Impact Analysis shall be submitted within ten (10) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a Time Impact Analysis for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each Time Impact Analysis by the Construction Manager/ Owner shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Fragnets illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the contractor during the first update after agreement is reached.

- C. The time difference between the Early Finish date and the Late Finish date is defined as "float." The "float" belongs to the Project and may be used by the Construction Manager/ Owner to benefit the Project. Changes or delays that influence activities in the network with "float" and do not extend the Critical Path (the network of activities with zero days "float") shall not be justification for an adjustment in Contract time for performance.

END OF SECTION 013216

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect[and Construction Manager] and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's Architect's[and Construction Manager's] final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

- a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of AIA C106 Digital Data Licensing Agreement.
 - c. The following digital data files will be furnished, upon request, for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.
 - 3) Elevations.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 4. Transmittal Form for Electronic Submittals: Use form bound in the Project Manual.
 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Building acronym.
 - b. Number and title of appropriate Specification Section and submittal number..
 - c. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Distribution to be through web-based Project Management site as referenced in "Submittal Procedures".
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to web-based Project Management site specifically established for Project.
 - 2. All submittals, including but not limited to product data, testing reports, manufacturer/installer qualifications, shop drawings, product samples, closeout documents, RFIs, etc. shall be transferred between parties using Sage Project Center. No other form of document transmission will be permitted. Login and password credentials for Sage Project Center will be provided to all Contractors free of charge.
 - a. All submittals from Contractor are to be reviewed for compliance by the Construction Manager who will release for review to Architect.
 - b. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.

- c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data." One Bound Manual and Electronic Manual required.
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit [digitally signed PDF electronic file] [and] [three] paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S[AND CONSTRUCTION MANAGER'S] ACTION

- A. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.] [action, as follows:]
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
 - 1. Quality Control requirements include inspections, tests, and related actions including reports performed by Prime Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Owner's Project Representative or Architect.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Prime Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Prime Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Prime Contractor to provide quality-control services required by Architect or Owner, or provisions of this Section do not limit authorities having jurisdiction. Testing Agency services provided by Prime Contractor:
 - a. All Prime Contracts: Verify all Specification Sections for requirements in addition to the following:
 - 1) Testing done for the convenience of the Prime Contractor.
 - 2) Testing related to remedial operations or possible defects.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
 - 1. Field Samples: Full size physical examples erected in-place to illustrate construction systems, finishes, coatings or finish materials.
 - 2. Mockups: Full size assemblies for review of construction, coordination, located on site as directed to illustrate aesthetic qualities of finish materials.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - 1. Testing Agency services are solely on assurance that contract provisions are met.
 - a. Owner's Project Representative's approval of agency required prior to proceeding with work.

1.4 RESPONSIBILITIES

- A. Prime Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, each Prime Contractor shall provide inspection, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
 - 1. Where indicated Sections specifically indicate that certain inspections, tests and other quality-control services are Prime Contractor's responsibility, Prime Contractor shall employ and pay a qualified independent testing agency to perform quality-control services.
 - 2. Where individual sections specifically indicate that certain inspections, tests and other quality-control services are the Owner's responsibility, The Owner will employ and pay a qualified independent testing agency to perform those services.
 - a. Where the Owner has engaged a testing agency and Prime Contractor is also required to engage an entity for the same or related element, Prime Contractor shall not employ the entity engaged by Owner, unless agreed to in writing by the Owner.
- B. Retesting: Prime Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Documents requirements, regardless of whether the original test was Prime Contractor's responsibility.

1. Cost of retesting construction, revised or replaced by Prime Contractor, is Prime Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 1. Provide access to the Work.
 2. Furnish incidental labor and facilities necessary to facilitate inspection and tests.
 3. Ladders.
 4. Provide facilities for storage and curing of test samples.
 5. Delivery of samples to testing laboratories.
 6. Provide design mix documentation.
 7. Provide security and protection of samples and test equipment at the Project site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling and testing of materials and construction specified in individual sections shall cooperate with Owner's Project Representative and Prime Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
 1. The Agency shall notify Owner's Project Representative, Architect and Prime Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The Agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. The Agency shall not perform any duties of Prime Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 1. Each Prime Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities through Site Coordinator.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Responsible party for services, shall submit as indicated a certified written report, of each inspection, test or similar service.
 1. Submit additional copies of certified written report directly to governing authority, when so directed or requested.

- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
- D. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Name and signature of laboratory inspector.
 - 12. Recommendations on retesting and re-inspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
 - 1. Submit copies of results to Architect, through Owner's Project Representative, with 10 days of performed task, inspection or both.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a documented record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E329, and that specializes in types of tests and inspections to be performed.
 - 1. Each independent inspection and testing agency engaged shall be authorized by jurisdiction to operate in the State where Project is located.
- F. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner's Project Representative.
 - a. Construct mockups complete, including work of all trades required in finished Work.
 - 2. Notify Owner's Project Representative 7 days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's and Owner's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Prime Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. If any portion of the work shows low-test results, evidence of detrimental placing or curing conditions, the Owner may require additional testing, compaction core samples or re-welding at the Prime Contractor's expense.
In no case shall the inspector prescribe the method of repair of the defect.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Submit a certified written report, in triplicate, of each quality-control service.

4. Testing and inspecting requested by Prime Contractor and not required by the Contract Documents are Prime Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
 6. Furnish to the Laboratory such samples of materials as may be necessary for testing purposes.
 7. Furnish such casual labor, equipment and facilities as is necessary to obtain and handle samples at the project.
 8. Provide and maintain, for the sole use of the Testing Agency, adequate facilities for safe storage and proper curing of concrete test cylinders on the project site for the first 24 hours as required by ASTM C31/C31M.
 9. Maintain records at the project site showing the date and extent of each concrete placement.
 10. Provide safe access to items to be tested. This includes sheeting and ladders for deep excavation; scaffolding and ladders for inspection and testing of superstructure items.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as indicated.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Prime Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 QUALITY CONTROL

- A. The Contractor shall obtain a testing laboratory to perform the following tests and inspections:
1. Select Fill and Compaction.
 - a. Sieve analysis of proposed backfill material.
 - b. Optimum moisture – maximum density curve for each soil used for backfill in accordance with ASTM D1557, Method A.

- c. Tests of actual in-place density for each strata placed in accordance with ASTM D1556/D1556M , or ASTM D2167 or ASTM D2922.
- 2. Concrete.
 - a. Tests of proposed aggregates for conformance with ASTM C33/C33M.
 - b. Compressive Strength Tests: ASTM C39/C39M. One set of 3 cylinders for each 50 cubic yards, or fraction thereof, place in one day. One specimen tested at 7 days and 2 specimens tested at 28 days.
 - c. Slump Tests: ASTM ASTM C143/C143M . One test for each set of compressive strength test specimens.
 - d. Air Content Tests: ASTM C173/C173M . One for every other load at point of discharge, or when required by an indication of change.
 - e. Temperature: Note temperature of each load of concrete at point of discharge. Note air temperatures during placing period.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching as approved by Architect.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Prime Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BC-NYS).

1.2 DEFINITIONS

- A. Registered Design Professional: The licensed Professional Engineer or Registered Architect whose seal appears on the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional in this Section refer to the Structural Engineer for the building design.
- B. Code Enforcement Official: The Officer or other designated authority charged with administration and enforcement of the BC-NYS.
- C. Testing/Inspecting Agency: An agent, retained by the Special Inspector, to perform some of the inspection services on behalf of the Special Inspector. (An example of an Inspecting Agency would be a Geotechnical Engineer.)
- D. Statement of Special Inspections: A document prepared by the Registered Design Professional, filed with, and approved by the Code Enforcement Official that includes the Schedule of Special Inspections listing the materials and work requiring Special Inspection. This document includes the inspections and verifications required for the Project and the individuals, agencies, and/or firms who will be retained to perform these services.
- E. Continuous Special Inspection: The full-time observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work is being performed.
- F. Periodic Special Inspection: The part-time or intermittent observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work.

1.3 QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in the state of New York who is accepted by the Registered Design Professional (RDP) and by the Code Enforcement Official.

- B. The Testing/Inspecting Agency shall be accepted by the Registered Design Professional and by the Code Enforcement Official.
- C. Special Inspections shall be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below:
 - 1. Special Inspections of soils and foundations may be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in geotechnical engineering.
 - 2. Technicians performing tests of concrete shall be ACI certified Concrete Field Technicians - Grade 1 or higher.
 - 3. Inspectors performing inspections of concrete work may be ACI certified Concrete Construction Inspectors in lieu of being a P.E. or EIT.
 - 4. Technicians performing tests or inspections of welds shall be AWS Certified Welding Inspectors. Technicians performing ultrasonic testing shall also be certified as an ASNT-TC Level II or Level III technician.
 - 5. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall not be permitted to independently evaluate test results.
 - 6. Technicians of Testing/Inspecting Agencies for smoke control shall have expertise in fire-protection engineering, mechanical engineering, and certification as air balancers.

1.4 SUBMITTALS

- A. The Special Inspector and Testing/Inspecting Agency shall submit to the Registered Design Professional and Code Enforcement Official for review, a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspector and Testing/Inspecting Agency shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.5 PAYMENT

- A. The Owner will engage and pay for the services of the Special Inspector and Testing/Inspecting Agency.
- B. If any materials which require Special Inspections are fabricated in a plant which is not located within 200 miles of the Project site, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing/Inspecting Agency.

- C. The Contractor shall be responsible for the cost of any retesting or reinspection of work which fails to comply with the requirements of the Contract Documents.

1.6 OWNER RESPONSIBILITIES

- A. The Owner will provide the Special Inspector with a complete set of Contract Documents, sealed by the Registered Design Professional, and approved by the Code Enforcement Official.

1.7 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.
- B. The Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency, as indicated in the Schedule of Special Inspections, at least 48 hours in advance of a required inspection or test.
- C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and storage and curing of test samples.
- D. The Contractor shall keep at the Project site the latest set of Construction Drawings, field sketches, accepted shop drawings, and Specifications for field use by the Inspectors and Testing Technicians.
- E. The Special Inspection program shall in no way relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- F. The Contractor shall be solely responsible for construction site safety.

1.8 LIMITS ON AUTHORITY

- A. The Special Inspector or Testing/Inspecting Agency shall not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspector or Testing/Inspecting Agency shall not have control over the Contractor's means and methods of construction.
- C. The Special Inspector or Testing/Inspecting Agency shall not be responsible for construction site safety.
- D. The Special Inspector or Testing/Inspecting Agency shall not have the authority to stop the work.

1.9 STATEMENT OF SPECIAL INSPECTIONS

- A. The Statement of Special Inspections, including the Schedule of Special Inspections, has been prepared by the Registered Design Professional.
- B. The Special Inspector shall provide and/or coordinate inspection and testing requirements as necessary in accordance with the provisions of Chapter 17 of the Building Code of New York State, these specifications, and the Statement of Special Inspections.
- C. Required inspections and tests are described in the Schedule of Special Inspections (included on the Drawings) and in the attached individual specification sections for the items to be inspected or tested.
- D. The Statement of Special Inspections shall be submitted with the Application for Building Permit.

1.10 RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each test or inspection. Reports shall include:
 - 1. Date of test or inspection.
 - 2. Name of Testing Agency or Inspecting Agency.
 - 3. Name of technician or inspector.
 - 4. Location of specific areas tested or inspected.
 - 5. Description of test or inspection and results.
 - 6. Reference applicable ASTM Standard.
 - 7. Weather conditions.
- B. The Testing/Inspecting Agency shall immediately notify the Contractor, Special Inspector, and the Registered Design Professional by telephone or fax of any test results which fail to comply with the requirements of the Contract Documents.
- C. The Special Inspector shall immediately notify the Contractor of any discrepancies from the Contract Documents found during a Special Inspection. If the discrepancies are not corrected, the Special Inspector shall notify the Registered Design Professional and Code Enforcement Official.
- D. The Testing/Inspecting Agency shall submit reports to the Special Inspector within 7 days of the inspection or test. Handwritten reports may be submitted if final typed copies are not available.
- E. At the completion of the work requiring Special Inspections, each Testing/Inspecting Agency shall provide an Agent's Final Report of Special Inspections to the Special Inspector, stating that work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed.

- F. The Special Inspector shall submit interim reports, at intervals noted on the Statement of Special Inspection, which include reports for all inspections and tests performed since the previous interim report (or since the beginning of construction for the first interim report).
- G. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the Registered Design Professionals (Structural Engineer and Architect) and Contractor.
- H. Interim reports shall be signed and stamped by a Professional Engineer.

1.11 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Registered Design Professional and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.
- B. CASE Form 102-2001 (or other, similar form) shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections shall state that required inspections have been performed and shall itemize any discrepancies which were not corrected nor resolved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 014100

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SECTION 014200 - REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," 'accepted,' 'deleted,' 'permitted,' 'requested,' 'required,' and 'selected' mean, unless otherwise explained, 'accepted by the Architect,' 'directed by the Architect,' 'permitted by the Architect,' 'requested by the Architect,' 'required by the Architect,' and 'selected by the Architect.' However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
 - 1. A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

- F. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required. Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. "Furnish": The term "furnish" means to supply and deliver to Project site, or other designated location ready for unloading, unpacking, storing assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required. Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations required to properly incorporate work into the project..
- I. "Provide": Furnish and install, complete and ready for the intended use.
- J. "Project Site": is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built. Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- K. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- L. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

- M. The term 'replace' means remove designated, damaged, rejected, defective, unacceptable, or nonconforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.
- N. "Include": The words 'include,' in any form other than inclusive,' is non-limiting and is not intended to mean all-inclusive."
- O. The terms 'Specifications' and 'Project Manual' are interchangeable.
- P. "Custom Color" is a special color that is not available from the manufactures standard colors and will require a once in a lifetime color match as selected by the Architect.
- Q. "Standard color" is a minimum of 8 standard colors that the manufacture commonly offers for their product.
- R. "Match existing" is to match the existing material system including but not limited to: color, texture, size, and edge treatment (including the systems grout/mortar color, texture, size, shape and revel)
- S. "Concealed" where used in connection with insulation, painting of piping, piping, conduit, ducts, and accessories shall mean that they are hidden from sight as in trenches, chases, shafts, furred spaces, walls, slabs, or hung ceilings; also where they are not hidden from sight in the following locations: in partly excavated spaces or crawl spaces, or in service tunnels and used solely for repairs or maintenance.
- T. "Exposed" where used in connection with insulation, painting of piping, piping, conduit, ducts, accessories shall mean that they are not "concealed" as defined herein above.
- U. "Piping" includes in addition to pipe, also fittings, valves, hangers, and other accessories that comprise system.
- V. "Below Grade" includes all areas below the finished grade line and below the finished floor, where the finished floor system is supported on earth and gravel systems.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request..

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The)	(703) 358-2960	www.aluminum.org
AAADM	American Association of Automatic Door Manufacturers	(216) 241-7333	www.aaadm.com
AABC	Associated Air Balance Council	(202) 737-0202	www.aabchq.com
AAMA	American Architectural Manufacturers Association	(847) 303-5664	www.aamanet.org
AASHTO	American Association of State Highway and Transportation Officials	(202) 624-5800	www.transportation.org
AATCC	American Association of Textile Chemists and Colorists (The)	(919) 549-8141	www.aatcc.org
ABAA	Air Barrier Association of America	(866) 956-5888	

www.airbarrier.org

ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute	(859) 288-4960

www.asphaltinstitute.org

AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372

APA	Architectural Precast Association (239) 454-6989 www.archprecast.org
APA	APA - The Engineered Wood Association (253) 565-6600 www.apawood.org
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute (202) 682-8000 www.api.org
ARI	Air-Conditioning & Refrigeration Institute (703) 524-8800 www.ari.org
ARMA	Asphalt Roofing Manufacturers Association (202) 207-0917 www.asphaltroofing.org
ASCE	American Society of Civil Engineers (800) 548-2723 www.asce.org (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers (800) 527-4723 www.ashrae.org (404) 636-8400

ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711

BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700

CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services)	(866) 797-4272 (416) 747-4000

www.csa-international.org

CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937

FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America	(785) 271-0208

www.glasswebsite.com

GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.internationalbadminton.org	(6-03) 9283-7155
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369

ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020

ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA www.intertek.com	(972) 238-5591
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America	(800) 345-1815

	www.mhia.org	(704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc.	(800) 557-2848

www.nbgqa.com

NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations	(317) 972-6900

www.nfhs.org

NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International	(800) 673-6275

	(National Sanitation Foundation International) www.nsf.org	(734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network	(800) 395-2522

	(Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234

SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026

SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177

UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association	(800) 223-2301

(Formerly: NWWDA - National
Wood Window and Door Association)
(847) 299-5200
www.wdma.com

WI Woodwork Institute (Formerly:
WIC - Woodwork Institute of California)
(916) 372-9943
www.wicnet.org

WIC Woodwork Institute of California
(Now WI)

WMMPA Wood Moulding & Millwork
Producers Association (800) 550-7889
www.wmmpa.com (530) 661-9591

WSRCA Western States Roofing
Contractors Association (800) 725-0333
www.wsrca.com (650) 570-5441

WWPA Western Wood Products
Association (503) 224-3930
www.wwpa.org

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA BOCA International, Inc.
(See ICC)

IAPMO International Association
of Plumbing and Mechanical Officials (909) 472-4100
www.iapmo.org

ICBO International Conference
of Building Officials
(See ICC)

ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)
ICC	International Code Council (888) 422-7233 www.iccsafe.org (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. (800) 423-6587 www.icc-es.org (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc. (See ICC)
UBC	Uniform Building Code (See ICC)

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil
CPSC	Consumer Product Safety Commission (800) 638-2772 www.cpsc.gov (301) 504-7923
DOC	Department of Commerce (202) 482-2000 www.commerce.gov
DOD	Department of Defense (215) 697-6257 http://.dodssp.daps.dla.mil
DOE	Department of Energy (202) 586-9220 www.energy.gov

EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration	(800) 321-6742

www.osha.gov (202) 693-1999

PBS
Public Building Service
(See GSA)

PHS
Office of Public Health and Science (202) 690-7694
www.osophs.dhhs.gov/ophs

RUS
Rural Utilities Service (202) 720-9540
(See USDA)

SD
State Department (202) 647-4000
www.state.gov

TRB
Transportation Research Board (202) 334-2934
<http://gulliver.trb.org>

USDA
Department of Agriculture (202) 720-2791
www.usda.gov

USPS
Postal Service (202) 268-2000
www.usps.com

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG
Americans with Disabilities Act (800) 872-253
(ADA)
Architectural Barriers Act (ABA) (202) 272-080
Accessibility Guidelines for
Buildings and Facilities
Available from Access Board
www.access-board.gov

CFR
Code of Federal Regulations (866) 512-800

	Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(202) 512-800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	

MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-253 (202) 272-080

- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
NYSBC	New York State Building Code	
NYSDOT	New York State Department of Transportation	
NYSHD	New York State Health Department	
NYSDEC	New York State Department of Environmental Conservation	

CSArch
Project No. 228-2401.03
TFS

Washingtonville Central School District
2024 Capital Project Phase 3

Texas Forest Service (979) 458-6650
Forest Resource Development
<http://txforestsERVICE.tamu.edu>

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 2. Ventilation.
 - 3. Electric power service.
 - 4. Lighting.
 - 5. Temporary Heating.
- C. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection
 - 2. Tree and plant protection
 - 3. Site enclosure fence.
 - 4. Security enclosure and lockup.
 - 5. Barricades, warning signs, and lights.
 - 6. Temporary enclosures.
 - 7. Temporary partitions.
 - 8. Fire protection.
- D. Unless work of this section is indicated to be provided under a specific contract, each Prime Contractor must provide, maintain and remove required temporary facilities necessary to perform his own construction activities.
- E. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1

1.2 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations
 - 4. Police, fire department and rescue squad rules.
 - 5. Environmental protection regulations.
 - 6. NYSED 155.5

- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.3 PROJECT CONDITIONS

- A. Temporary Utilities: Each contractor will prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-preventative measures. Do not allow hazardous waste, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

1.4 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign the Contractor responsibilities:
- B. Each Prime Contractor is responsible for the following:
 - 1. Installation, operation, maintenance and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Its own storage, Conex boxes and fabrication sheds. (Locate/ Move as directed by CM)
 - 4. Hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure. (Rigging insurance must be provided when contractor hoisting equipment.)
 - 5. Collection and disposal of its own hazardous, dangerous, unsanitary and all waste material.
 - 6. Secure lock-up of its own tools, material and equipment
 - 7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

8. Maintaining temporary facilities provided by Contractor.
9. Complying with the regulations of the Commissioner of Education- 8 NYCRR 155.5- Uniform Safety Standards for School Construction and Maintenance Projects specified in Division 1 Section "Uniform Safety Standards for School Construction".
10. Containers for non-hazardous waste and debris generated by their own demolition and construction operations.

1.5 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner, Architect or Construction Manager and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including but not limited to the following:
 1. The Architect and Construction Manager
 2. Other Contractors
 3. Owners' construction forces, including testing agencies
 4. Personnel of Authorities having jurisdiction
- B. Water service: Use water from the Owner's existing water system without metering and without payment of use charges. Access to water shall be approved by the Owner.
- C. Electric Power Service: Temporary electric power including set up and maintenance is the responsibility of the Electrical Contractor. Use charges by Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect / CM the Contractor may use undamaged, previously used material in good condition. Provide materials suitable for use intended.
- B. Lumber and Plywood:
 1. For signs and directory boards, provide exterior-type, Grade B-B high density concrete from overlay plywood of sizes and thicknesses indicated
 2. For safety barriers, sidewalk bridges and similar uses, provided minimum 5/8-inch-thick exterior plywood.
- C. Paint: Paint surfaces exposed to view from the Owner-occupied areas.
- D. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For Temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire- retardant tarpaulins.

- E. Temporary Roofing: minimum ½" gypsum sheeting and 30 mil reinforced EPDM membrane.

2.2 EQUIPMENT

- A. Water Hoses: Provide ¾ inch, heavy duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- B. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL- rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA- recommended classes for the exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Used qualified personnel for installation of temporary facilities. Locate facilities where they will serve to protect adequately and results in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 - 1. Arrange with the utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

3.2 CONTRACTOR FIELD OFFICES

- A. Contractor may with permission from the architect and construction manager establish a field office for their own use. Said office for the individual prime contractor, subcontractor, specialty contractors and the like shall be of such size and design as approved by the owner and architect and shall be located where directed by the Owner/CM. Each representative contractor will arrange for telephone service and electric service, if required, directly with utility company. (No field office or storage will be allowed by the buildings.)
- B. Maintain, in the contractor's field office, all articles for First Aid treatment. The contractor shall also establish standing arrangements for the immediate removal and hospital treatment of any employees and other persons on the job site who may be injured or who may become ill during the course of the work.

3.3 TEMPORARY AND PERMANENT SERVICES, GENERAL

- A. The Contractor's use of any permanent system or service of the building or portions thereof shall be subject to the Owners approval.
- B. The Contractor shall be responsible for any and all damages to permanent services used, and shall make good any and all damages to the satisfaction of the owner, prior to final completion and acceptance.
- C. NOTE - In accordance with OSHA and other applicable regulations, the representative Contractors performing erection of "skeleton" type of work are solely responsible for the netting, guard rail protection and such other safety device as deemed necessary to protect the workers and public from harm.

3.4 TEMPORARY LIGHT AND POWER

- A. Temporary Electric Power Service: Electric Contractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity and power characteristics to accommodate performance of work during the construction period.
 - 1. Responsibility: All work under this section to be provided by the Electrical Contractor.
 - 2. Applicability: This section applies to all renovation and new construction work areas for this Project.
 - 3. Electrical Contractor shall make arrangements with utility company for temporary and permanent services immediately after award of contract.
 - 4. Temporary or permanent services for temporarily or permanently installed building equipment such as sump pump, boilers, cabinet heating and/ or cooling units and fans shall be furnished, installed, operated and maintained so that the said equipment may be operated for drainage and temporary heat when required and / or when so ordered by the Architect/ Construction Manager.
 - 5. Electrical Contractor shall maintain all parts of the electrical system (temporary and permanent) active and in-service at all times through the contract duration. All temporary lighting is to be controlled by standard switches per code (outside of power panels)
 - 6. Electrical contractor shall provide temporary generator power to maintain power during any electric service switch over. This includes all electric services in the building (power, fire alarm, lighting, communication, information technology, kitchen freezers/coolers, heating units, etc.) Contractor shall assume generator(s) and temporary panels as necessary. Generators shall be located at the building exterior. Provide feeder cables m adequately sized, in accordance with NEC to feed temporary panels or existing sub-panels. Contractor shall include required fuel for operation.
 - 7. Electrical Contractor shall maintain power during the hours established by Construction Manager.

8. Temporary Services: Install service and grounding in compliance with the National Electric Code ((NFPA 70)). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards.
 9. Provide temporary service with an automatic ground- fault interrupter feature, activated from the circuits of the system.
 10. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.
 11. Provide metal conduit, tubing or armored cable for protection of temporary power wiring were exposed to possible damage during construction operations. Where permitted by code, wiring of circuits not exceeding 110-120 Volts 20 Amp rating and wiring of lighting circuits may be non- metallic sheathed cable in areas were located overhead and exposed. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes of wiring devices.
 12. Provide overload- protected disconnect switch as required by code.
 13. Maintain all existing system, including but not limited to power, lighting, fire alarm, intercom, etc. within the existing building operational at all times for Owner occupancy and construction.
- B. Temporary Electrical and Telephone Services
1. Temporary Power Source: At each building/ renovation area, use the existing electrical power distribution system for temporary power source.
 2. Owner's Requirements: Do not disrupt the Owner's needs for continuous power at each building.
 3. Electrical Contractor shall provide temporary power and lighting facilities for use of all trades. All temporary light and power shall be in accordance with the required Code and Safety Standards.
 4. Electrical Contractor will include on their base bid: Construction Manager Trailer hook up at Staging area (behind building at new gym) with: a) power, b) two phone lines, and c) DSL connection within 5 days after notification by CM. Lines will be run in conduit below grade and/or install utility poles as necessary
 5. All other contractor trailer use/ connection charges for power and telephone are to be paid for by the respective contractor
- C. Receptacle Requirements

1. General Requirements: Provide temporary receptacle outlets as required.
Minimum Required: Provide a minimum of one quad 120 Volt receptacle per 2500 sq feet of building floor area, with maximum spacing of 50 feet on center for operation of portable tools and appliances during the construction period.
For power hand tools and task lighting, provide temporary 4- gang outlets at each floor level, spaced so that a 100-foot extension cord can reach each work area. Provide separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 2. Branch Circuit: All temporary receptacle branch circuits to be rated 20 amps with a maximum of (3) duplex receptacles per circuit. Temporary receptable branch circuits shall be independent of temporary lighting circuits.
- D. Lighting Requirements
1. General Requirements: Electrical Contractor shall provide both interior and exterior lighting at areas where exiting lighting has been removed and at new construction areas, as required to provide adequate illumination for safe and proper construction operations and Project Site security.
 2. Minimum Requirements: Provide illumination levels adequate for construction operations and safe traffic conditions. As a minimum provide one 200-watt lamp per 400 sq feet of building floor area, with maximum spacing of 20 feet. Any rooms in excess of 500 sf will receive one 400-watt metal halide fixture for each 1000 sf of area.
 3. Stairways: Provide one 200-watt lamp per landing at each stairway and covered walkway
 4. Supplemental Lighting: If required, supplemental lighting beyond minimum requirements shall be provided via suitable portable lighting units with cords and plugs, and shall be paid for by the Contractor or Subcontractor requiring such additional lighting.
 5. Restrictions: Do not use permanent lighting system for temporary construction lighting purposes.
- E. Maximum Loads
1. General: Lighting and power loads connected to the temporary power distribution system shall be limited the following maximum individual loads"
 - a. Load type Maximum
 - b. 120 volt, 1-phase 1.5KVA
 - c. 208 volt, 1-phase 2.5KVA
 - d. 208 volt, 1-phase 5.0KVA
 2. General: The temporary power distribution system shall be sufficiently sized to provide temporary power as required within these sections. Meter and Meter connections to be part of electrical contractor base bid.
- F. Electrical Welders

1. Separate Power Sources Required: Power for electric elders and for other loads larger than the maximum allowable sizes shall be taken from portable power sources provided, paid for and operated by the Contractor or Subcontractor requiring the use of such equipment. Remove such power sources when no longer needed.

G. Electrical Energy Costs

1. Paid by the Owner: Chargers for electrical energy usage for temporary power and lighting will be paid by the Owner, when taken from the Owner's electrical services. Contractor and Subcontractors shall exercise measure to conserve energy usage, Use of Owner electric for items not specific to project (e.g. heating constructions shanties, etc.) will not be permitted.

3.5 TEMPORARY TOILET FACILITIES

- A. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs. Existing facilities should not be used.
- B. Responsibilities: the General Contractor is responsible for temporary sanitary facilities and their maintenance, cleaning and supplies for use by all trades. Sufficient quantity/locations to properly handle the amount of workers onsite.
- C. Supply and maintain toilet tissue, paper towels, paper cups and other disposable materials as appropriate for each facility, including Owner's Representative's temporary offices for full contract duration. Provide covered waste containers for used material.
- D. Provide separate toilet facilities for male and female construction personnel.
- E. Provide separate toilet facilities for Construction Manager personnel located at direction of Construction Manager.

3.6 TEMPORARY HEATING

- A. The Mechanical Contractor will maintain 60-degree temperature in all areas via temporary or permanent system.
- B. The existing building heating system is to remain active for areas being occupied by the district during the heating season 2026-2027. The heating systems in the areas of work can be used as temporary heating but will likely need to be modified to allow for work to progress. Modifications would include, piping, controls, radiators, fans, etc to distribute heating throughout the construction areas evenly. Surface, hung or mobile units may be necessary to allow for construction progress.

- C. The Mechanical Contractor will submit a detailed plan including sketches indicating his proposed temporary heating system for engineer approval within 4 weeks of contract award. The Electrical Contractor will provide permanent or temporary power for Mechanical Contractor's units for temporary heating. The fuel equipment, materials, operating personnel and methods used therefore shall be at all times satisfactory to the Architect and Construction Manager and adequate for the purpose intended. The use of electric heaters is not acceptable. All required fuel is part of the Mechanical Contract.
- D. The Contractor shall maintain the critical installation temperatures provided in the technical provisions of the specifications herein for all work in those areas where same is being performed.
- E. The maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the contractor and any work damaged by dampness, insufficient or abnormal heating, shall be replaced to the satisfaction of the Architect by and at the sole expense of the contractor.
- F. Before and during the placing of the gypsum and the application of other interior finishes, taping varnishing, painting, etc. and until final acceptance by the Owner of all work covered by the Contract, the contractor shall unless otherwise specified in the contract documents, maintain a temperature of 65 degrees Fahrenheit. Coordinate with Division 9 of the Technical Specifications.
- G. Use of the permanent system if approved by engineer and owner permission granted, shall not shorten, or negate any equipment, or system guarantees required under this contract. (The warranty period starts upon date of substantial completion.) Two additional filter changes are to be provided by Mechanical Contract. A program of use, maintenance and restoration will be submitted with request for use of systems of temporary services.

3.7 TEMPORARY WATER

- A. Each Contractor Shall:
 - 1. Provide all hose and other extensions from connections at the building. Contractor and all labor, materials and supplies required to supply water to their work.
 - 2. Prevent water damage to the work.

3.8 STORAGE FACILITIES

- A. Each Contractor shall provide temporary storage shanties, tool house and other facilities as required for their own use. Temporary structures shall be located at the Construction Manager's designated staging area, and shall be removed upon completion of the work or when directed.

- B. Materials delivered to the site shall be safely stored and adequately protected against loss or damage in watertight, environmentally controlled, lockable, Conex boxes. Particular care shall be taken to protect humidity/temperature sensitive materials (e.g.- wood doors, casework ceiling tile, etc.) in the proper climate-controlled environment. All cost for property storing materials is paid for by applicable contractor in their based.
- C. Due to limited on site storage space, each Contractor shall coordinate delivery of materials with the Construction Manager, who will determine when large deliveries shall be made and there shall be designated storage locations on site for delivered materials. All stored materials must be stored in locked, watertight trailers, paid for by applicable contractor.

3.9 SCAFFOLDING AND STAGING

- A. All scaffold, staging and appurtenances there to shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.
- B. The General Contractor is to provide Covered Overhead Protections for the Egress Pathway from the Cafeteria with a Privacy Screen, including Gate with Emergency Egress Panic Hardware (Refer to Phasing and Logistics Plan included with this Specification.
- C. General Contractor is required to provide 100'x100' temp. fenced in area for staging, as directed by the Construction Manager.

3.10 RUBBISH CONTAINER

- A. Each Contractor shall provide suitable rubbish container device(s) for his own use (both demolition and construction debris) properly maintained and serviced, replaced as required and protected from access by the public fencing as may be specified herein or approved by the Architect or Construction Manager.
- B. Contractor and Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place it in containers.

3.11 CONSTRUCTION FENCING

- A. Construction fencing and barriers shall be provided by the General Contractor, enclosing all work and storage areas as outlined in staging plans at the end of section an in addition to specified below. Temporary construction fencing shall be of good quality and neat in appearance; 8' high chain link fencing, 9 ga fabric on stanchions with visions barrier screening fabric securely fastened. (Post driven installation where approved by CM) Open- Mesh Chain Link Fencing: Provide 0.120-inch thick, galvanized steel posts, and 2.875" dia. Gate posts. Provide lockable gates. (Keys to owner, Architect and CM)

- B. Site access gates shall be provided as required, complete with all operating hardware and security devices.
- C. Should fencing be required to be relocated or modified during the course of the project due to additional access needed by the contractor, it shall be done at the total expense of the contractor.

3.12 JANITORIAL SERVICE/DAILY CLEANUP

- A. Each Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect and Construction Manager during the entire life of the contract. If any contractor fails to keep the site safe and broom clean within 4 hours of being notified by CM, either verbally or in writing, the construction manager will have the cleanup work performed by the others and the contractors will be back charged accordingly.
 - 1. In addition to the above, the General Contractor shall provide a daily sweep and a weekly damp mop of all work areas.

3.13 BURNING

- A. Burning will not be permitted.

3.14 FIRE PREVENTION CONTROL

- A. Each Contractor shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining of the work and, particularly, in connection with any cutting or welding performed as part of the work.

3.15 TEMPORARY FIRE PROTECTION

- A. Each Contractor shall take all possible precautions for the prevention of fires.
 - 1. Where flame cutting torches, blow torches, or welding tools are required to be used, their use shall be as approved by the Construction Manager at the site.
 - 2. When welding tools or torches of any type are in use, have available in the immediate vicinity of the work a fire extinguisher(s). It shall be provided and maintained by the Contractor doing such work.
- B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters laboratory approved containers.
- C. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and / or Architect and in accordance with local codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.

- D. Each Contractor shall comply with the following requirements relating to compressed gas:
 - 1. Where compressed gas of any type is used for any purpose at the site, it shall be contained in cylinders complying with ICC regulations. Gases of different types shall not be stored together except when in use and when such proximity is required.
 - 2. All persons required to handle gas cylinders or to act as temporary fireman (Fire Watchers shall be able to read, write and understand the English language; they shall also be required by the Contractor to read Part 3 of Pamphlet P-1 " Safe Handling of Compressed Gases" published by the Compressed Gas Association, 500 Fifth Avenue, New York NY 10036.
- E. Each Contractor shall comply with following requirements relating to welding and cutting:
 - 1. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
 - 2. During welding or cutting operations, a contractor's employee shall act as a fire watcher. The fire watcher shall have proper eye protection and suitable firefighting equipment including fire extinguisher (bearing current inspection Certificate), protective gloves and any other equipment deemed necessary.
 - 3. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and close as practical to the operation. Tanks actives or spares, shall be protected from excess heat and shall not be placed in stairway, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.
 - 4. Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.

3.16 VENTILATION AND HUMIDITY CONTROL FOR CONSTRUCTION

- A. General Contractor will provide temporary ventilation as required for protecting the building from any adverse effects of high humidity during abatement and construction activities. Select dehumidification and ventilating equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements and have sufficient quantity of units to produce necessary ambient conditions.
 - 1. Each Contractor shall be responsible for his own temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
 - 2. Ventilate enclosed area to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.
 - 3. Provide equipment as necessary for air and fresh exchange for the work area per OSHA Standards.

4. General Contractor will provide negative air machines of sufficient size/ qty to fully ventilate the square footage of work areas and exhaust any dust/fumes through flexible duct hose to exterior top eliminate any odors/smoke.
5. Any contractor whom allows water infiltration to building is responsible for cleanup and commercial dehumidifiers of sufficient size /qty to prevent mold growth. Failure to immediately address (4-hour notice) will result in the Owner's hiring others and back charging in order to insure a safe environment.

3.17 CONSTRUCTION DUST CONTROL AND INDOOR AIR QUALITY (IAQ) PLAN

- A. The General Contractor shall be responsible for Construction Dust Control and the IAQ Plan implementations. See specifications section 015600 Construction Dust Control.

3.18 SITE MAINTENANCE AND DUST CONTROL

- A. Site Work Contractor shall construct and maintain temporary road areas adequate to support loads and to withstand exposure to traffic during construction period.
 1. Provide dust control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 2. Road Cleaning: Maintain roads and walkways in an acceptably clean condition. This includes the removal of debris daily, if required, and/or a minimum of once a week due to all project traffic. Road cleaning equipment to be wet/vacuum type. The General Contractor will clean roads for debris from building – related activities.

3.19 DEWATERING FACILITIES AND DRAINS

- A. Site Contractor is directly responsible for de-watering of their excavations.
- B. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- C. Remove snow and ice as required to minimize accumulations.

3.20 ROOF PROTECTIONS

- A. All contractors shall provide temporary protection on the roof surface when it is necessary for work to the place on completed sections. (Minimum 2" polyiso insulation and plywood.)
- B. Upon such notification as required in subparagraph A, the Contractor shall assume responsibility for damages, if any, to the roofing system caused by the work of other trades, except that financial liability for any and all damages rests with offending trade.

3.21 TEMPORARY SITE SAFETY AND DIRECTIONAL SIGNS

- A. The General Contractor shall provide signs as required below. Install signs where required or indicated to inform public and persons seeking entrances to project. All signage and posts become the property of the owner at the conclusion of the project.
- B. Construct signs in accordance with section 619 of the NYS DOT standard specifications (MUTCD overall sign size, letter size, metal signage). Support on breakaway metal posts or attach to fencing; do not attach signs to buildings or permanent construction
- C. Include relocating temporary site safety and directional signs as many times as required or directed.
- D. For construction traffic control/flow at entrance/exits as designated by the Owner (6 required) Large sign 4'x 4' Orange with Black Letters ("Construction Entrance Only")
- E. To direct visitors (4 required)
- F. For Construction parking (2 required)
- G. To direct delivers (4 required)
- H. Emergency egress only- Construction area (4 required)
- I. Per OSHA Standards at necessary
- J. For "No Smoking" safe work site at multiple locations (12 required)
- K. Construction Area- Do Not Enter (30) mount on fence
- L. No Trespassing (30) mount on fence
- M. A premobilization meeting to establish location and quantities of all signage will be reviewed/ approved by the Construction Manager.

3.22 STORMWATER CONTROL

- A. The General Contractor shall provide earthen embankments, silt fence, haybales, and similar barriers in around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains during sitework activities.

3.23 BARRICADES, WARNING SIGNS AND LIGHT

- A. Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphic and warning signs to inform personnel and public of possible hazard.
 - 1. For safety barriers, sidewalk bridges, and similar uses provide minimum 5/8-inch (16-mm) thick exterior plywood.

3.24 TEMPORARY ENCLOSURES

- A. Mechanical Work Contractor will provide temporary watertight enclosures for protection of Mechanical roof related openings, from exposure, foul weather and safety. Close openings in roof deck with load bearing wood framed construction, $\frac{3}{4}$ " plywood and watertight membrane.
- B. General Contractor will provide temporary 2" x 4" wood framing, 2" polyiso insulation, $\frac{1}{2}$ " plywood, and cover with 6 mil plastic; for any open exterior window removal, wall removal, door entrance locations, etc. created as part of their contract for weather and security protection at the end of each workday.
- C. Any other temporary enclosures for specific opening for a contractor to perform their work are the responsibility of the contractor creating the opening and shall be installed to protect the building from exterior elements security issues, odors/ noise resulting from construction.

3.25 TEMPORARY PARTITIONS AND FLOOR PROTECTIONS

- A. General Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate work areas from fumes, if and when required at the direction of the CM.
 - 1. Construct dustproof, floor to ceiling partitions of not less than 3-5/8" - 20 ga. Studs, 2 layers of 6 mil poly sheets inside/ outside, sound batt insulation, exterior sheathing 5/8" plywood, interior sheathing 5/8" gypsum taped/painted where owner occupied. Caulk seal joints and perimeter to prevent dust migrations. Equip partitions with dustproof doors and security locks. Provide sound curtains similar to "Sound Curtains" by Sound Seal G BSC 25, each shall be hung on the Construction Side with overlapping seams by 6 inches.
 - 2. In addition to any temporary partition locations shown on drawings, General Contractor will include in his base bid (10) ea. 10' x 16' temporary partitions meeting the above criteria for use were directed.
 - 3. Temporary Floor Protections- Shall be "Ram- Board" Heavy Duty with taped joints or equivalent. Finish Flooring (new or existing) will be fully covered by GC. Areas of isolated MEP work will be protected with Ram- Board by the individual prime contractor.
 - 4. Any unfinished openings (e.g.- windows, doors, fire shutters, etc.) which remain in place by the start of school in September will be completely enclosed with fire-rated AC plywood painted.

3.26 AREAS OF SPECIAL PROTECTION

- A. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor's work force will evacuate themselves from work areas and remain outside of work areas until the "all clear" is given. No work is operations will be tolerated during the evacuation of the building or during an emergency.

3.27 SNOW REMOVAL

- A. The General Contractor shall provide snow/ice removal from the staging area and general work area including access/egress from the building. Removal of snow/ice offsite will be required due to the space limitations.

3.28 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibly that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firm near the site.

3.29 OPERATION, TERMINATION, AND REMOVAL

- A. Supervisions: Enforced strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended use to minimize waste and abuse.
- B. Termination and Removal: Unless the Architect/ Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended or no later than Substantial Completion. Complete or if necessary, restore permanent construction that may have been affected because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractors property.
 - 2. At Substantial Completion, clean and renovate permeant facilities used during the construction period.

END OF SECTION 015000

SECTION 015600 - CONSTRUCTION DUST CONTROL

PART 1 - GENERAL

1.1 GENERAL

- A. General Contractor shall provide Construction Dust Control and IAQ Plan.

1.2 RELATED DOCUMENTS

- A. Drawings, Details of Construction and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to work specified in this section.

1.3 SUMMARY

- A. Section Includes:
 - 1. Airborne construction dust/ containment control in:
 - a. Buildings occupied during remodeling
 - b. Existing building temporarily unoccupied
 - c. Finished spaces that are unoccupied and construction dust/airborne containments are still being generated (i.e. punch list completion)
- B. Related Sections:
 - 1. Division 01 – Cutting and Patching
 - 2. Division 01 – Electronic Submittal Procedures
 - 3. Division 01 – Temporary Facilities & Controls
 - 4. Division 02 – Selective Demolition

1.4 POLICY

- A. Airborne contaminants control is critical in all areas noted in Paragraph 1.2A. Contractor shall limit dissemination of airborne contaminants produced by construction-related activities, including dust, chalk, powders, aerosols, fumes, fibers and other similar materials, in order to provide protection of persons and equipment.
 - 1. Construction activities causing disturbance of existing dust, or other airborne contaminants, must be conducted in tight enclosures cutting any flow particles into occupied areas.
 - 2. Ceilings, walls in Project area must be secure at all time.

1.5 SUBMITTALS

- A. Progress Schedules: Submit work areas and procedure schedules for containment of construction dust/airborne contaminants.
- B. Construction Indoor Air Quality Plan (IAQ): Narrative, Drawings and detail of extent of enclosures, construction of necessary temporary dust barriers and negative exhaust fans, and description of procedures to be used to achieve and maintain control of construction- related airborne contaminants.

1.6 GENERAL ACCESS PROCEDURES

- A. No work is to be performed in Occupied Areas.
- B. Duct Control Preconstruction Meeting: Before any construction on site beings, Contractor and workers are required to attend a mandatory dust control preconstruction orientation session held by Construction Manager/Architect for training and instruction on precautions to be taken.
 - 1. Conditions in construction area may be presumed to be in a condition similar to other existing surfaces or a survey of work area to record pre-existing damage may occur at this time.
- C. Notification; Contractor shall notify Construction Manager / Architect a minimum of 48 hours prior to starting construction activity which might be expected to produce excessive construction dust and airborne contaminants in occupied areas so that additional precautions may be taken.

1.7 TESTING

- A. The Owner may provide the following test and observations:
 - 1. Air Samples: Baseline particles count and conduct periodic air sampling of Project Areas during construction to monitor effectiveness of containment procedures.
 - 2. Air Pressure: Using visual indicators, the maintenance of negative air pressure in Containment Area relative to Project Areas will be verified on a daily basis.

1.8 DEFINITIONS

- A. Containment producing activities include, but are not limited to:
 - 1. Demolition and removal of walls, floors, ceilings and other finish materials.
 - 2. Demolition of plumbing, mechanical and electrical systems and equipment.
 - 3. Finish operations such as saw cutting, shot blasting/grinding, sanding, painting, and application of special surface coatings.
- B. Containment Areas: Includes area of construction, adjacent staging and storage areas, and passage, as well as areas connected to construction area by mechanical system air intake, exhaust and ductwork.

- C. Project Areas: Includes occupied areas adjacent to Project Area, either occupied or used for passage as well as areas connected to construction area by mechanical air system air intake, exhaust and ductwork.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Carpet or Mats: Provide carpets or mats at both sides of the containment entrances, vacuumed or change as often as necessary (minimum daily) to prevent accumulation of dust. All vacuuming outside areas not under negative pressure shall be with a certified HEPA-filtered vacuum.
- B. Dust Caps: Block off all existing ventilation ducts within the construction area. Method of capping ducts shall be dust tight, withstand airflow and potential damage from construction activities.
- C. Portable Enclosure: Whenever work is done outside existing barricaded work areas, provided 4 mil portable polyethylene enclosure capable of sealing off opening fitted tight to ceiling, or provide prefabricated unit.
- D. Polyethylene: Polyethylene shall be fire retardant type listed by Fire Underwriter's Laboratories, Griffolyn #T55R WITH Griffolyn fire retardant tape, or equal.
- E. Exhaust Fans / Negative Air Fans: Maintain continuous uninterrupted operation. Fans to have standard construction filtration prior to exiting the building. Filters to be maintained, cleaned and or replaced on a daily basis

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before any demolition or construction begins, a complete field review of all Project Areas (airborne contaminant control areas) and policies will be conducted and work plan revised if required. Initial work plan shall be presented at dust control preconstruction meeting.

3.2 CONTAINMENT ENCLOSURES AND BARRIERS

- A. Air Quality Contaminant Control: Fasten windows shut, ventilate partitioned construction areas by use of fans to the outside of building.
 - 1. Maintain a minimum negative airflow of 3 Air Changes per hour with door fully open at construction entrance by use of negative air fans vented to outside of building.

2. Secure operable exterior windows and doors/windows not required for construction access as required to maintain negative airflow.
3. Provide additional local exhaust during welding.
- B. Contractor shall install dustproof enclosures for work as submitted on work plan.
 1. Construction must be conducted in tight enclosures cutting off any flow of dust particles into occupied areas.
 2. The contractor shall provide additional dustproof enclosures as requested by the Owner when enclosure locations are not adequately containing the dust.
 3. Provide all barricades, warning signs, and warning lights to protect the Occupants, the existing building, storage areas and materials or equipment.
- C. Dust Partitions: See 015000 Temporary Partitions and Floor Protections - Full height, noncombustible construction, with minimum 5/8 inch type x gypsum board both sides with 3-1/2-inch R -11 insulation batts. Seal top, bottom, and all seams to prevent spread of dust to occupied areas, including above ceiling.
 1. Doors as shown: 3'-0" minimum width (pair of 3'-0" wide doors as required by plans), solid core wood with metal frame and hardware, panic hardware if within occupied areas requiring such, hold open tied to Fire Alarm Systems, including closer, tightly weather-stripped to prevent flow of dust. Locate as directed and swing out of construction area (unless directed otherwise by fire marshal). Keep barriers locked outside of working hours. Provide signage at each door "Keep Door Closed." Three keys for emergency access shall be furnished to the Owner.
 2. Seal all penetrations, ductwork, piping, conduit, structure and miscellaneous penetrations in enclosure barricades.
 3. Materials for barricade shall be precut in unoccupied areas.
- D. Enclosure outside of work area (including spaces above ceilings): Whenever work is necessary outside of the construction area the space where work is being done, including ladders, shall be contained within full height enclosure. Contractor may use prefabricated unit.
 1. All work performed outside the construction barricade shown on drawings including all work in corridors and lobbies shall be performed outside of normal working hours and shall be scheduled in advance with Owner except where specified otherwise.
 2. At no time shall any construction equipment or material be stored outside the construction area.
- E. Furniture and Equipment Protection:
 1. Cover all furniture and equipment remaining in the space with polyethylene. Seal with tape to prevent dust/dirt from reaching the furniture and equipment.

3.3 PROCEDURES

- A. General Work Contractor shall provide and maintain the Construction Indoor Air Quality Plan including all barriers, negative air systems, filters, ventilation, walk-off mats and cleaning and removal procedures as detailed in the work plan.
 - 1. Traffic between work areas into Occupied areas is not allowed. Instruct workers to refrain from opening windows or doors allowing construction dust/airborne contaminants into adjacent occupied or finished areas. Any dust tracked outside of construction area shall be cleaned up immediately. Contractor shall have the necessary manpower and equipment (HEPA vacuum cleaners, dust and wet mops, brooms, buckets and clean wiping rags) to keep adjacent occupied areas clean at all time. Keep door to such areas closed at all times. Transport materials and refuse into an area from an external site without violating occupied areas by transporting in covered containers.
 - 2. Provide negative pressure in construction area by use of negative air system to the outside of the building. Block supply and return ventilation as to not recirculate air from construction area to air handlers supplying occupied areas. Rebalance air handling equipment to maintain correct airflow to occupied area.
 - a. Provide adequate forced ventilation of enclosed areas to cure installed materials, to prevent excessive humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases in the building.
 - b. Direct exhaust from equipment away from building air intakes and operable windows; assure that filters on building air intakes are operational and protected from excessive amounts of airborne contaminants. Cover intakes of air handling equipment not in operation in proximity to exhaust locations.
- B. Sealing of Openings: Use tape or other impenetrable sealant to seal barrier wall seams, crack around window and door frames, exhaust system ductwork, pipes, floor penetrations, joints and ducts. Seal or filter all open return and exhaust ductwork.
- C. Dust Control: The Contractor shall take appropriate steps throughout the term of the Project to prevent airborne dust due to work under this contract. Water shall be applied wherever practical to settle and hold dust to a minimum particularly during demolition and moving of materials. No chemical palliatives shall be used without permission of the Owner's Representative.
 - 1. Spray surfaces with water mist during dust- producing interior demolition activities. Hard surface floors in work area, adjacent hallways and passage areas require vacuuming with HEPA- Filtered vacuum cleaners and frequent wet-mopping during demolition and construction; protect adjacent carpeted areas with plastic and plywood and vacuum with HEPA-filtered vacuum cleaners.
 - 2. Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- D. Whenever access panels are opened in occupied areas, for work above ceilings, provide portable enclosure ladder and sealing off opening, fitted tight to ceilings.

- E. Provide thorough cleaning of existing surfaces which become exposed to dust, before start of Owner's occupancy.

3.4 FINAL CLEANING

- A. Removal of construction barriers shall be done carefully, and when necessary, outside of normal work hours. Remove all tape residue from existing/new surfaces. HEPA vacuum and clean all surfaces free of dust after the removal prior to Owner's occupancy.
- B. Rebalance existing HVAC systems to restore modified systems back to the original design intent.

3.5 ENFORCEMENT

- A. Failure to maintain containment areas will result in issuance of written warning. If situation is not corrected within four (4) hours of receipt of warning, Owner will have cause to stop the work as provided in the General Conditions of the Contract for Construction. All costs associated with Owner's written order to stop the Work and remobilization shall be borne by the Contractor.

CONSTRUCTION INDOOR AIR QUALITY (IAQ) PLAN

The General Construction Contractor shall complete and submit this Plan no later than thirty (30) days after receipt of Notice to Proceed and not less than 15 days from the start of work.

General Construction Contractor:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

I have read and understood and will implement the following Construction IAQ Plan

Signature: _____ Date: _____

CONSTRUCTION DUST CONTROL AND VENTILATION

Provide a written narrative and plan associated with the required dust control and ventilation

Required	- Dust Partitions as per the phasing and logistics plans included with specification section 015000.
	- Modify and/or Add Partitions as shown withing phasing and logistics plan
	Floor Protections as required
	- Temporary ventilation/Negative Air Environment will be provided during all dust producing activities. See item I Construction Ventilation above. All supply air diffusers and return air grilles will be covered.
	- Negative Air Ventilation with filtration to provide no less than three air changes per hour. Negative Air Fans and System per floor or Work Area as needed.
	- Ventilation will be continuous for a period no less than 72 hours after completion of installation of any VOC emitting materials.

END OF SECTION 015600

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product and "Or Equivalent": Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that are equivalent or exceed those of specified product. To be considered acceptable by Architect they shall perform the functions imposed by the general design and meet the standards of named items and are submitted as herein indicated.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Before Execution of the Agreement, submit 4 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. Furnish within 3 calendar days following the bid opening.
 - b. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 - 4. Completed List: Within 10 days after the openings of the bid, submit 4 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

- B. Substitution Requests: After Execution of Agreement: Submit substitution requests no later than within 30 calendar days. Request received later, may be considered or rejected at the discretion of Architect and shall be submitted as follows. Submit four copies of each request for consideration to the Architect. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSArch standard form included in the Project Manual.
 2. Identify specification Section including the date of request and all Prime Contracts involved.
 3. Identify the product, or the fabrication or installation method to be replaced in each request.
 4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Prime Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.

- k. Prime Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Prime Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change in Condition (CIC.)
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.
- E. Processing Time: Time for review shall commence on Architect's receipt of request. Allow enough time for request review, including time for evaluation of requested additional information or documentation, as follows:
 - 1. Initial Review: Allow 10 working days minimum, for initial review of each request. Allow additional time if processing must be delayed to permit coordination of concurrent review.
 - a. Architect will request of Prime Contractor additional information or documentation for evaluation within 5 working days of receipt of a request for Initial Review.
 - 2. Concurrent Review: Where concurrent review of requests by Architect's consultants, Owner or other Parties is required, allow 15 working days minimum for Initial Review of each request.

- a. Architect will advise Prime Contractor when a request being processed must be delayed for concurrent review.
 - b. Architect will request of Prime Contractor additional for evaluation within 7 working days of a request requiring Concurrent Review.
3. Architect will notify Prime Contractor of acceptance or rejection of proposed substitution within 15 working days minimum of receipt of additional information or documentation, whichever is later.
4. Use product specified if Architect cannot make a decision on use of a requested substitution within time indicated.
5. Form of Acceptance: Change Order.
 - a. Follow Division 1 Section "Contract Modification Procedures" for handling and processing Change Order.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Each Prime Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Prime Contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
 - a. Coordinate with other Prime Contractor's compatible product issues at Project's progress meetings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store cementitious products and materials on elevated platforms.
 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 7. Protect stored products from damage and liquids from freezing.
 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named or un-named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
 - c. Custom: Where Specifications include the phrase "Custom colors, patterns, textures" or similar phrase, Architect will direct color, pattern, density, or texture that is not necessarily available from the manufacture's standard product line.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.

5. Requested substitution will not adversely affect Prime Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work by Prime Contractor.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one Prime Contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Prime Contractors involved.
 11. The request is directly related to "or an approved substitution" clause or similar language in the Contract Documents.
 12. The equipment or material must fit the space available for it in the building. No item will be considered if alteration of building structure or space is made necessary by a substitution request.
 13. If a substitution of material or any equipment item is accepted, the Prime Contractor is required to make all necessary corrections to details, clearances, etc., add to, furnish and install all additional materials or items required by the substitution, as determined by the Architect, at no additional cost to the Owner.
- C. In making request for substitution, Prime Contractor represents:
1. That the Prime Contractor has personally investigated the proposed substitute product and determined that it is equivalent to or superior in all respects to the specified product.
 2. That the Contractor will provide the same warranty for the substitution that is required for the specified product.
 3. Certifies that the substitution will not result in a cost disadvantage to the Owner; that all cost data presented is complete and that the Prime Contractor waives all claims for additional costs related to the substitution which subsequently may become apparent; and
 4. Will coordinate the installation of the substitution, if accepted, making such changes as may be required to make the Work complete in all respects.
 5. Prime Contractor requesting substitution shall bear additional costs to all parties due to substitution including Architect redesigns and costs; associated but under separate contract.
- D. Prime Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents, does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents, and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 EXECUTION (NOT USED)

3.1 END OF SECTION 016000

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit 2 copies signed by land surveyor, and one digital copy.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Construction Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. General: Engage a licensed land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect[and Construction Manager] when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Construction Manager before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property new building addition(s)) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated, Unless existing conditions don't allow for specified clearances..
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces, unless otherwise indicated..
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Related sections include the following:
 - 1. Division 02 through 28 sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - a. Requirements in this Section also apply to Mechanical and Electrical installations associated with this project.
- C. Division of Responsibilities for Cutting and Patching Work: Each Prime Contractor shall perform cutting and patching required for its portion of the work.

1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other work.

1.3 SUBMITTALS

- A. Cutting and Patching Plan: Where approval of procedures for cutting and patching is required before proceeding (see Article 1.4 below), submit a proposed plan describing procedure at least 14 days before the time cutting and patching will be performed requesting approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to existing construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in buildings appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involved adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Minimize cutting and patching of work by properly coordinating construction sequences with Architect.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 1. Obtain Architect's approval before cutting and patching any structural work that is not indicated on drawings.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 1. Obtain Architect's approval before cutting and patching any operational element that is not indicated on drawings.
- D. Miscellaneous Elements: Do not cut and patching the following elements or related components, that are not indicated on drawings, in a manner that could change their load- carrying capacity, that results in increased maintenance or decreased operation life or safety.
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise and vibration-control elements and systems.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other sections of these specifications.

- B. OSHA approved systems, equipment, scaffolding, PPE, lanyards, rigging, etc.
- C. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION AND SAFETY

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Roof Water Tightness – Contractor must ensure that proper weather conditions, protections, and manpower are present prior to cutting existing roof areas. Contractor is responsible for any interior damages with any direct/indirect costs which accrue if they fail to maintain water tightness.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection for any portions of project that might be damaged/soiled during cutting and patching operations.

3.3 PERFORMANCE

- A. General: Each trade shall employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition(s).
 - 2. Related Electrical and Mechanical work will be performed by licensed subcontractors.

- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Each trade shall patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other sections of these specifications. Utilize workers who are authorized/skilled in the discipline to be patched (e.g.-mason, carpenter, painter, etc.)
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where portions of walls or partitions that are removed extend on finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch, from wall-to-wall or corner-to-corner. Provide additional coats until patch blend with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide and even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely: paint, mortar, oils, putting and items of similar nature.
- B. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 017329

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SECTION 017423 - CLEANING UP

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The work of this section relates to the following:
 - 1. Maintain all premises and public properties/roadways free from accumulation of waste, debris, dirt, mud and rubbish caused by operations on a daily basis.
 - 2. At completion of work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces; leave project clean and ready for occupancy.
 - 3. Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles
- B. Related Requirements Specified Elsewhere
 - 1. Division 01, Summary of Work: Section 011000
 - 2. Cleaning for Specific Products or Work: The respective sections of the Specifications.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with safety and insurance standards.
- B. Hazard Control/Cleaning Products
 - 1. Store volatile waste in covered metal container and remove from premises daily.
 - 2. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile waste such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of waste into streams or waterways.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 – EXECUTION

3.1 REQUIREMENTS DURING CONSTRUCTION

- A. Execute daily cleaning to ensure that the building, grounds, and public properties and roadways are maintained free from accumulations of waste materials, rubbish, dirt, mud and dust.
- B. Moisten dry materials and debris to suppress and prevent airborne dust.
- C. Each day, all contractors shall adhere to the following:
 - 1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day. Utilize dust control methods such as plastic containment, containment hut and/or wetting of surfaces.
 - 2. Areas of moderate activity such as installation of plumbing, ductwork, electrical work must be returned to good order at the end of each day.
 - 3. Debris below scaffolds (and shoring/re-shoring) must at all time, be kept sufficiently consolidated to keep walkways free of tripping hazards. These work areas must also be swept clean immediately upon removal of scaffolds.
 - 4. All swept up debris, waste materials, and packing must be removed and placed in the dumpster by the end of the workday.
 - 5. All stored material must be protected and kept in good order.
 - 6. As portions of the work are completed, all used and excess materials must be removed promptly.
 - 7. Daily clean-up and good housekeeping is the responsibility of each contractor individually and will be monitored by the Construction Manager. If any contractor fails to perform cleaning when directed or does not properly clean within 4 hours of being notified by Construction Manager, the owner will hire others and charge contractor(s) accordingly.
 - 8. Contractors shall promptly comply with requests to organize scattered materials.
- D. Each Contractor is responsible for furnishing all dumpsters or other such containers as required for collection, storage and legal disposal of all debris and rubbish resultant from their construction operations. The Construction Manager shall locate and request to move such containers as necessary and legally dispose of waste as containers are filled. Separate and recycle as required authorities and regulations.
- E. Vacuum clean areas when ready to receive finish painting, and continue vacuum cleaning on an as needed basis until building is ready for Substantial Completion or occupancy
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other containment resulting from cleaning process will not fall on wet, newly painted surfaces.

3.2 FINAL CLEANING

- A. Each Contractor shall:
 - 1. Employ professional cleaners for final cleaning.
 - 2. In preparation for substantial completion or occupancy, conduct final inspection of all exposed interior and exterior surfaces, and of concealed spaces.
 - 3. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surface so designated to shine finish.
 - 4. Maintain cleaning until project, or portion thereof, is occupied by owner.
 - 5. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
 - 6. If the contractor fails to perform final cleaning when directed or does not properly clean within 4 hours of being notified by Construction Manager, the owner will hire others or perform the cleaning with their own work force and charge contractor accordingly.
- B. General Contractor shall complete the following restoration operations before requesting inspection for certification of Substantial Completion for entire Project or portion of Project:
 - 1. Restoration of any lawn and walk/curb areas disturbed by construction operations. This includes repairs of any ruts / damage created by Heavy Equipment, Lulls, Cranes, etc.
 - 2. Hire professional cleaning company (not construction tradesmen) to thoroughly clean all surfaces, including glass, floors, carpeting, ceramic tile, doors, windows, casework, etc.
 - 3. Clean and wax resilient floors using the exact same products / coats as the owner's custodial staff for compatibility purposes. Vacuum all carpet areas.
 - 4. Power sweep all asphalt areas using a commercial street sweeper (water method).
 - 5. Remove any stickers, protective coverings, etc.
 - 6. Clean all materials & equipment etc. inside and out.
- C. Mechanical Contractor shall complete the following cleaning operations before requesting final inspection for certification of Substantial Completion for entire Project or portion of Project:
 - 1. Clean all mechanical units, including removal of any stickers, protective covering. Wipe down all of surface.
 - 2. Vacuum out all ductwork, grills / louvers to insure there is no construction debris or dust.
 - 3. Replace all air filters at no additional cost immediately prior to owner occupancy.
- D. Electrical Contractor shall complete the following cleaning operations before requesting final inspection for certification of Substantial Completion for entire Project or portion of Project:
 - 1. Clean surfaces of all electrical equipment from any dust. Remove any labels or protective films.

2. Replace any burned out or non-functioning bulbs.

3.3 RUBBISH REMOVAL

- A. Contractors shall comply with all Local, State and Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

END OF SECTION 017423

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for contract closeout including but not limited to, the following:
 - 1. Substantial Completion & Inspection procedures.
 - 2. Project record documents.
 - 3. Operation and maintenance manual submittal.
 - 4. Start-up and adjustments.
 - 5. Spare Parts.
 - 6. Demonstration & Training.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections.
- C. Multiple Prime Contracts: Provisions of this section apply to the construction activities of all Prime Contractors.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

4. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra stock, and similar items.
 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems and instructions of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements. Startup of existing removed/replaced rooftop HVAC units will include written confirmation from contractor's mechanical subcontractor that all systems are adjusted and functioning properly.
 9. Complete final cleanup requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Initial Inspection: Conducted between Construction Manager and Contractor, once all incomplete items identified are completed, a request for review by the Architect shall be made.
- C. Inspection Procedures: On receipt of a request for Inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the work is substantially complete. Note that multiple inspections due to contractor not being complete will result in a charge to the Owner in which the amount shall be deducted from said contractor via change order.
 2. Results of the complete inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
 5. Submit consent of surety to final payment.
 6. Submit a final liquidated damages settlement statement.
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 8. All items in the Construction Checklist must be received and approved prior to any retainage reduction.
- B. Re-Inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been complete except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. Note that multiple inspection due to Contractor not being complete will result in a charge to the Owner in which the amount shall be deducted from said Contractor via change order.
 2. If necessary, re-inspection will be repeated but may be chargeable to the Owner and back-chargeable to the Contractor in conditions within his control.

END OF SECTION 017700

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SECTION 017701 - CHECKLIST FOR PROJECT CLOSEOUT AND PROCESSING OF FINAL PAYMENT

PART 1 - GENERAL

1.1 FINAL PAYMENT

- A. Final payment will not be processed until all items indicated are received in accordance with Section 017701 – Checklist for Project Closeout.

1.2 CLOSE-OUT SUBMITTALS

- A. One (1) bound, hard cover, 3-ring binder:
 - () Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
 - () Contractor's Affidavit of Release of Liens: AIA G706A with:
 - () Separate AIA G706A for subcontractors, suppliers, and others with lien rights against the property of owner, together with a list of those parties.
 - () Consent of Surety to Final Payment: AIA G707.
 - () Operation and Maintenance Manuals for all equipment installed on the project.
 - () As-Built Drawings (1 full-size hard copy).
 - () Fully executed Certificate of Substantial Completion: AIA G704.
 - () Contractor's written warranty and extended warranties as required by the Contract.
- B. Two (2) complete electronic copies (thumb drives) of the following:
 - () All items listed above.
 - () Typed or printed instructions covering the care and operations of equipment and systems furnished and installed.
 - () Manufacturers instruction books, diagrams, spare parts lists, etc. covering all equipment.
 - () Instruction of Owner's Representative in care and maintenance of new equipment.
 - () All approved shop drawings.
 - () Certificates of compliance & inspection (as applicable – electrical, elevator, etc.).
 - () Spare parts and Maintenance Materials (receipt signed by ACCI & Owner).

- () Evidence of compliance with requirements of governing authorities (Certificates of Inspection, Waste Manifests).
- () Certificates of insurance for products and completed operations.
- () Notarized statement that only non-asbestos materials were installed on this project.
- () Maintenance bond as per the requirements of the Contract.
- () Project Record Documents.

NOTE: Retainage reduction are allowed as outlined in the Contract.

END OF SECTION 017701

SECTION 017719 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract and project specifications.
- B. All Contractors, Subcontractors, Sub-Subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS

- A. Project Record Drawings
- B. Record Drawing Certification

1.3 PROJECT RECORD DRAWINGS

- A. The purpose of the project drawings is to record the actual location of the work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the work.
- B. In addition to the above, these drawings shall be "color-coded", by each trade, on a daily basis to indicate progress of the work. Color legend will be assigned by the Architect.
- C. In addition to the sets of contract drawings that are required by the Contractor on the site to perform the work, the Contractor shall maintain, at the site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded.
- D. Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspections by the Owner, Construction Manager or the Architect, and shall not be used for any other purpose during the progress of the work.
- E. The Construction Manager will be the custodian on the project record documents until the end of the Project.
- F. Project Record Requirements
 - 1. The Contractor shall mark-up the "Project Record Copy" to show:
 - a. Approved changes in the work.
 - b. Location of underground work and completed work.
 - c. Details not shown in the original Contract Documents.

- d. Any relocation of work including piping, conduits, ducts and the like.
 - e. All changes in dimensions.
 - f. All access doors and "tack" location access points in accessible ceilings.
 - g. Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies, whether existing to remain or newly installed.
 - h. Revisions to any electrical circuitry.
 - 2. Such information shall include, but shall not be limited to:
 - a. Footing depth in relation to finished grade elevations.
 - b. Any change in floor elevations.
 - c. Any structural changes.
 - d. Any substitutions
 - e. Elevations and locations of all underground utilities, services, or structures referenced to permanent above ground structures and monuments.
 - f. Designation of all utilities as to the size and use of such utilities.
 - g. All invert elevations of manholes.
 - h. The location of all utilities, services and appurtenances concealed in building structures that have been installed differently from that required by the Contract.
 - i. Any approved change order.
 - j. Other such data as required by the Architect and/or Owner so as to establish a complete record of "As-Constructed" conditions.
 - G. The Contractor shall keep the project record documents up-to-date from day to day as the work progresses. Appropriate documents are to be updated promptly and accurately; no work is to be permanently concealed until all required information has been recorded.
 - H. The project record drawings are to be submitted by the Contractor to the Architect through the Construction Manager when all the work is completed and is approved by the Owner and the Architect before the Contractor may request final payment.
 - I. If the project record drawings as submitted are found to be unacceptable due to incompleteness or inaccurate information, the drawings shall be returned to the responsible Contractor for corrective action and resubmitted for approval prior to the release of final payment.
 - J. The Contractor shall submit all approved Shop Drawings of the Work as installed.
- 1.4 RECORD DRAWING CERTIFICATION
- A. The record drawings required under the terms and conditions of this Section shall be reviewed and processed by each of the Prime Contractors as part of their overall contractual responsibility.

- B. This certification may be issued for individual trades as a collective document to cover the entire record drawing requirements of the project.

The format of this certification shall be as follows:

The record drawings prepared by:

for _____ have been reviewed by the undersigned and:

Appears to be an accurate representation of the work incorporated within the project and are accepted as submitted in accordance with the technical documents.

This record document review made by this office is for determination of compliance to the requirements of the Contract Documents.

Firm Name: _____

Review Date: _____ By: _____

END OF SECTION 017719

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit one draft copy of manuals on the date that is required on the most current updated Master Project Construction Schedule or at least 15 working days before requesting inspection for Substantial Completion if not otherwise shown on the most current updated Master Project Construction Schedule, whichever date is earlier. Include a complete operation and maintenance directory.
 - 1. Submit draft direct to Construction Manager per Section "Submittal Procedures."
 - 2. Draft copy will be returned and marked whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit each manual on the date that is required on the most current updated Master Project Construction Schedule or at least 15 working days before requesting inspection for Final Completion if not otherwise shown on the most current updated Master Project Construction Schedule, whichever date is earlier.
 - 1. Final Application for Payment will not be processed until final manuals have been received and are approved.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a Table of Contents in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. List of company(ies) with phone number and contact person for operational or maintenance information for each system or sub-system.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

2.2 MANUALS, GENERAL

- A. Manuals:
 - 1. Binders
 - 2. Electronic
- B. Binders: When multiple binders are used, correlate the data into related consistent groupings.
 - 1. Commercial quality three-ring binders with durable and cleanable view type plastic/vinyl covers and spines, with pocket folders for folded sheet information.
 - 2. Minimum ring size: 2-inch.
 - 3. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system.
 - 4. Quantity: One set.
- C. Electronic, bound as combined PDF, labeled per building with
- D. Cover Page: Enclose cover page under binder transparent plastic cover. Include the following information:
 - 1. Name and address of Project.
 - 2. Date of submittal.

3. Name, address, and telephone number of Contractor and Construction Manager.
- E. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions.
 2. Operating standards.
 3. Operating procedures.
 4. Operating logs.
 5. Wiring diagrams.
 6. Control diagrams.
 7. Piped system diagrams.
 8. Precautions against improper use.
 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- D. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include operating procedures, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Operating Procedures:
 - 1. Start-up, break-in, routine and normal operating instructions.
 - 2. Regulation, control, stopping, shut-down and emergency instructions.
 - 3. Summer and winter operating instructions.
 - 4. Special operating instructions.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

- a. As-installed control diagrams by control manufacturer.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 - a. Servicing and Lubrication Schedule: Provide list of lubricants required.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Each Prime Contractor's coordination drawings with as installed color coded piping diagram.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Charts of valve tag numbers, with location and function on each valve.
- J. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
- K. Content, for each electric and electronic system, as appropriate:
 1. Circuit directories of panelboards:
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 2. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.

- c. Special operating instructions.
- 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.

PART 3 EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Systems Equipment Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

END OF SECTION 017823

SECTION 017836 - WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual Sections of Divisions-2 through -26.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations
 - 1. 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.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. 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.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. Prime 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 a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right 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.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the CM prior to the date certified for Substantial Completion. If the Architect Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Prime Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or Contractor and subcontractor, supplier or manufacturer.
- D. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or subcontractor, supplier, or manufacturer.
- E. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Prime Contractor.
- F. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 017836

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.

2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.

- d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
 - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
 - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
 - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
 - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
 - a. Name of Contractor/Installer.
 - b. Business address.
 - c. Business phone number.
 - d. Point of contact.
 - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
 - 1. Film training session(s) in segments not to exceed 15 minutes.
 - a. Produce segments to present a single significant piece of equipment per segment.
 - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
 - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
 - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 017900

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 OVERVIEW

- A. This section of the specification describes the process for commissioning, defines the responsibilities of the contractors and design professionals, and outlines the duties of other members of the commissioning team.
- B. The commissioning process shall be applied to all equipment, components, and systems as listed in this section, including specific interfaces to and from equipment and systems provided under separate contracts.
- C. Building Commissioning work is a joint team effort to ensure that all systems function together properly to meet the design intent, and to document system performance parameters for fine-tuning of control sequences and operations procedures. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment start-up, control system calibration, testing and balancing, training, and performance testing. This section does not supersede other requirements of the specification though, it may, expand on some of them.

1.2 THE COMMISSIONING TEAM

- A. The commissioning team shall consist of:
 - 1. Design Engineer (DE)
 - 2. Mechanical Contractor (MC)
 - 3. All appropriate Contractors and Sub-Contractors
 - 4. Facility Staff (FS)
 - 5. Owner's Representative (OR)

1.3 STANDARD AND CODE COMPLIANCE

- A. Commissioning will be accomplished to comply with, and in accordance with the requirements of the following:
 - 1. 2020 Energy Conservation Construction Code of New York State, Section C408 System Commissioning.

1.4 COORDINATION

- A. Management - The Contractor(s) coordinates the commissioning activities through the Owner's Representative (OR). All members shall work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.
- B. Scheduling - The Contractors, through the OR, will provide sufficient time for scheduling commissioning activities with respect to the Owner's participation. The Contractors will integrate all commissioning activities into the overall project schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

1.5 COMMISSIONING PLAN

- A. The Design Engineer will develop the Commissioning Plan which shall be followed by the installing contractors.
- B. The Commissioning Plan shall contain the information necessary to document the commissioning process.
- C. The Commissioning Plan will include the following:
 - 1. Narrative description of the activities that will be accomplished during the commissioning process.
 - 2. List of the specific equipment and systems which are scheduled to be commissioned.
 - 3. Functions to be tested.
 - 4. Conditions under which the testing will be performed.
 - 5. Measurable criteria of acceptable performance.

1.6 COMMISSIONING PROCESS

- A. The following narrative provides a brief overview of the commissioning tasks that shall be performed during construction and the general order in which they occur.
 - 1. The pre-functional checklists, developed by the Contractor(s), are to be completed before and during the startup process.
 - 2. Prefunctional checklists, TAB and startup must be completed before functional performance testing.
 - 3. Items of non-compliance in material, installation, or setup shall be corrected at no expense to the Owner.
 - 4. The Contractor ensures that the Subcontractors' pre-functional checklists are executed and documented and that startup and initial checkout are performed. The DE verifies that the TAB has been completed.
 - 5. The Contractor(s) develops equipment and system functional test procedures.
 - 6. The performance tests are executed by the Contractor in cooperation with the OR with the assistance of the facility staff.
 - 7. The Contractor provides the Commissioning Record.

8. Commissioning is to be completed before substantial completion.
9. Deferred testing and/or seasonal verifications are to be conducted as specified or required.
10. Design Engineer (DE) confirms that commissioning activities have been completed.

1.7 DESCRIPTION OF WORK

- A. Commissioning will be performed for the following equipment and systems, and as described in the 2020 Energy Conservation Construction Code of New York State, Section C408 System Commissioning.
 1. HVAC Systems
 2. HVAC System Testing and Balancing
 3. Temperature Control Systems
 4. Lighting Controls, Occupancy Sensors, Time Switch Controls, Daylight Controls, Photo Sensor Controls, Programmable Controls, Vacancy Sensors
 5. Domestic Hot Water Equipment
- B. The Contractors shall review and verify the commissioning activities to meet the Owner's project schedule and requirements for the interface between all trades in order to prevent delays in the Commissioning Process.
- C. Seasonal commissioning is required under full load conditions during peak heating and peak cooling seasons, as well as part load conditions in the spring and fall. Simulations of peak load conditions may be implemented to allow for complete commissioning of the work.
- D. Systems that are not weather dependent shall be tested under full and partial load to the fullest extent possible.

1.8 ROLES AND RESPONSIBILITIES

- A. Design Engineer/Professional:
 1. Develops the Commissioning Plan.
 2. Include commissioning requirements in the project construction documents.
 3. Confirm, upon project completion, that commissioning has been performed by the Contractor(s) or their authorized representative.
- B. Contractor(s):
 1. Follow the general commissioning process as outlined in the Commissioning Plan.
 2. Develop and utilize Prefunctional Checklists and Functional Test Procedures for all equipment/systems to be commissioned.
 3. Provide and document all air and water systems balancing required for the project.

4. Prepare a preliminary commissioning report. This report will minimally include the following:
 - a. List of deficiencies identified during functional performance testing.
 - b. Listing of deferred or seasonal testing that cannot be completed at this time.
 - c. Listing of climatic conditions that will be required to conduct deferred/seasonal tests.
 - d. Functional Performance Test reports completed to date.
5. Make available a copy of the preliminary commissioning report to the Code Office having jurisdiction.
6. Develop an operations and maintenance manual to be provided to the Owner that will minimally include the following (Some of these items may be addressed elsewhere in the project specifications):
 - a. Submittal data of equipment requiring maintenance.
 - b. Manufacturer's maintenance manual for all commissioned equipment.
 - c. Name, address, and contact information for all relevant service agencies.
 - d. Building direct digital control system information including wiring diagrams, schematics and sequences of operations.
 - e. Lighting and lighting control system submittals.
 - f. Schedule for inspection of lighting control systems.
 - g. General narrative of how each commissioned system is intended to operate.
7. Develop a final commissioning report to be delivered to the building Owner. The report will minimally include the following:
 - a. Functional Performance Testing results.
 - b. Final results of previously identified system deficiencies.
 - c. Functional testing procedure documentation.

C. Owner:

1. Participate in the contractor performed training sessions to the extent possible.
2. Provide any system operation schedules and set point information available to the contractor to allow for proper system start-up and operation.

1.9 REFERENCES

- A. Systems commissioning shall generally be accomplished in accordance with the latest version of commissioning publications from one the following industry associations:
 1. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Guideline 1.1, HVAC&R Technical Requirements for the Commissioning Process.
 2. Associated Air Balancing Council, Commissioning Reference Manual.
 3. Building Commissioning Association - The Building Commissioning Handbook.

1.10 DOCUMENTATION

- A. Each Contractor shall provide to the OR three (3) copies of the following items as soon as they become available:
 - 1. Certified and approved start-up and testing report forms for all subsystem equipment that comprise the System. Commissioning documentation shall include control schematics of the total system and all subsystems.
 - 2. Records of required inspections for code compliance, and documentation of approved permits and licenses to operate components of the system.
 - 3. Operating data which shall include all necessary instructions to the Owner's operating staff in order to operate the system to specified performance standards.
 - 4. Maintenance data which shall include all necessary information required to maintain all equipment in continuous operating condition, such as the testing, balancing and adjusting report and the as-built drawings.
 - 5. Written notice that building equipment and systems have been completed, tested and are fully operational.
 - 6. Checklist of all submitted contract deliverables such as; operation and maintenance manuals, spare parts, warranties, training, documentation, etc.

PART 2 - PRODUCTS

2.1 TESTING

- A. The Contractor shall provide any equipment or device required for access such as platforms, scaffolds, and spare filters as may be necessary for all verification and testing.
- B. All standard testing equipment required to perform startup and initial checkout and required performance testing shall be provided by the Contractor for the equipment being tested.
- C. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the specifications, calibration certification will be provided.

PART 3 - EXECUTION

3.1 DESIGN CRITERIA AND INTENT

- A. Design criteria and intent shall be as described in the technical specification sections and contract drawings. The basis of design developed by the DE will be also referenced.

3.2 MEETINGS

- A. Initial Meeting:
 - 1. The Contractor(s), through the OR, will schedule, plan and conduct an initial commissioning meeting. The Contractors and their responsible parties are required to attend.

3.3 STARTUP, CONSTRUCTION CHECKLISTS AND INITIAL CHECKOUT

- A. The following procedures apply to all equipment/systems to be commissioned.
- B. General: Prefunctional checklists are required to verify that the equipment and systems are fully connected and operational. The prefunctional checklists for a given system must be successfully completed and approved prior to startup and formal performance testing of equipment or subsystems of the given system.
- C. Startup and Checkout Plan: The Contractors shall develop prefunctional checklists and startup shall be identified in the commissioning scoping meeting and on the checklist forms.
 - 1. The Contractor/Subcontractor responsible for the purchase of the equipment shall develop the full startup plan by combining the manufacturer's detailed startup and checkout procedures and the prefunctional checklists.
- D. Execution of Construction Checklists and Startup:
 - 1. The Owner and facility personnel as necessary, shall observe procedures for primary equipment.
 - 2. For lower-level components of equipment, (e.g., sensors, controllers), the OR shall be offered the opportunity to observe a sampling of the startup procedures.
 - 3. The Contractors, Subcontractors and Vendors shall execute startup and provide the OR with a signed and dated copy of the completed startup and construction checklists.
 - 4. Only individuals employed by the Contractor (Technicians, Engineers, Tradesmen, Vendors, etc.) who have direct knowledge and witnessed that a line item task on the construction checklist was actually performed shall check off that item. It is not acceptable for non-witnessing onsite supervisors to fill out these forms.
- E. Deficiencies, Non-Conformance, and Approval of Checklists and Startup (Master Issues Log):
 - 1. The Contractor shall ensure that the Subcontractors clearly list any outstanding items of the initial startup and construction checklist procedures that were not completed successfully, on an attached sheet. The form and any outstanding deficiencies shall be provided, to the OR within two (2) days of test completion.

3.4 FUNCTIONAL PERFORMANCE TESTING

- A. Requirements: The functional performance testing shall demonstrate that each system is operating according to the documented design intent and contract documents. Functional performance testing facilitates bringing the systems from a state of individual substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.

3.5 DOCUMENTATION, NON-CONFORMANCE, AND APPROVAL OF TESTS

- A. Documentation: The Contractors shall complete all documentation for performance testing.

3.6 DEFERRED TESTING

- A. Unforeseen Deferred Tests: If any check or test cannot be completed due to the project completion level, weather conditions, or time of season, execution of checklists and functional performance testing may be delayed upon approval of the OR. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Contractors will not be due any additional compensation.
- B. Seasonal Testing: During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The Contractor shall coordinate this activity through the OR. Any final adjustments to the O&M manuals and as-built's due to the testing shall be made by the Contractor.

3.7 COMMISSIONING RECORD

- A. The Contractor is responsible to compile, organize and index the following commissioning data, for all commissioned equipment into labeled, indexed and tabbed, or in an electronic format, as preferred by the Owner.
 - 1. Commissioning Plan. (Design Engineer provided.)
 - 2. System reports including available design narratives and criteria including sequences. Each system shall contain the startup plan and report, approvals, corrections, construction checklists, completed performance tests, trending and analysis, training plan and recommended recommissioning schedule.
 - 3. Complete issues log inclusive of all items and resolutions.
 - 4. Final Commissioning Report including an executive summary and a list of participants and roles.
 - 5. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific performance test, inspection, trend log, etc. where the deficiency is documented.

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COMMISSIONING PLAN

Construction Phase
Washingtonville – Phase 3

Submitted to:

[Client Name]
[Address]
[Address]

Submitted from:

M/E Engineering, P.C.
433 State Street, 4th Floor
Schenectady, NY 12305

June 4, 2025
M/E Reference 243033



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COMMISSIONING PLAN
WASHINGTONVILLE – PHASE 3
JUNE 4, 2025

1. Overview

A. Definitions:

1. Acceptance: A contractually defined action that permits an activity to commence or continue.
2. Basis of Design: A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
3. Commissioning: See Commissioning Process.
4. Commissioning Activity: A component of the Commissioning Process.
5. Commissioning Field Report: A document that records the activities and results of the Commissioning Process.
6. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
7. Commissioning Process: A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
8. Commissioning Process Progress and Approval Form: A document that indicates activities completed as part of the Commissioning Process, approval status of the activities, and significant findings from those activities; it is continuously updated during the course of a project.
9. Commissioning Team: The individuals who through coordinated actions, are responsible for implementing the Commissioning Process.
10. Construction Documents: This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and General terms of the contract, especially those required by subcontractors and manufacturer's representative, suppliers and manufacturers of equipment, assemblies and systems.
11. Continuous Commissioning Process: A continuation of the Commissioning Process well into the Occupancy and Operations Phase to verify that a project continues to meet current and evolving Owner's Project Requirements. The

Continuous Commissioning Process activities are on-going for the life of the facility.

12. Contract Documents: This includes a wide range of documents, which will vary from project to project, owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, subcontractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the Construction Documents.
13. Coordination Drawings: Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.
14. Functional Test Procedure: A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.
15. Verification: The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's Project Requirements.

B. Commissioning Scope:

1. Commissioning is a systematic process of ensuring that selected systems perform interactively according to the design intent and the owner's operational needs. This is achieved by beginning in the design phase, documenting the design intent and continuing through construction, acceptance and the warranty period with actual verification of performance.

C. Commissioned Systems:

1. The following equipment and systems will be commissioned in this project by the respective contractors. Refer to Section 5 for additional details. All general references to equipment in this document refer only to equipment that is to be commissioned.
 - a. **[HVAC Systems]**
 - b. **[HVAC System Testing and Balancing]**
 - c. **[Temperature Control Systems]**
 - d. **[Lighting Controls,] [Occupancy Sensors,] [Time Switch Controls,] [Daylight Controls,] [Photo Sensor Controls,] [Programmable Controls,] [Vacancy Sensors]**
 - e. **[Domestic Hot Water Equipment]**
 - f. **[** **]**
 - g. **[** **]**

h. []]

2. General Building Information

Project: _____

Location: _____

Building Type: _____

3. Commissioning Team Members

Team Member	Co. & Contact Names	Office, Cell, Fax, Email
Owner		
Primary Contact		
Architect		
Project Architect		
Engineer		
Design Engineer		
Construction Contractors		

4. Contractors/Sub-Contractors

- A. [Mechanical]
- B. [Electrical]
- C. [Plumbing]
- D. [General]
- E. [Testing and Balancing]
- F. [Direct Digital Controls]
- G. [Other]

Note: Contractor(s) will be responsible for providing the project commissioning services in accordance with the requirements of the project Specification Section 019113, applicable code(s) and this Commissioning Plan.

5. Commissioning Process

- A. This section sequentially details the commissioning process by commissioning task or activity.
 - 1. Commissioning Scoping Meeting:

- a. A commissioning scoping meeting is planned and conducted by the Contractor. In attendance are the respective representatives of the Owner, Facility Staff, DE and the mechanical, electrical, controls, and TAB Contractor. At the meeting, commissioning parties are introduced and the commissioning process is reviewed, and management and reporting lines determined. The Cx Plan is reviewed, process questions are addressed, lines of reporting and communications determined and the work products list discussed.

2. Miscellaneous Management Protocols:

- a. The following protocols will be used on this project:

<u>Issue</u>	<u>Protocol</u>
Scheduling of Commissioning Tasks	Contractor provides to Owner's Representative.
Question/Clarifications in regards to Commissioning Specification and/or Commissioning Plan	Contractor provides to Design Engineer.
Schedule of Training	Contractor provides to Owner's Representative who will notify Owner.
Turnover of Commissioning Documentation	Contractor delivers to Owner's Representative.
For Scheduling Commissioning Activities	Contractor to coordinate with Owner's Representative.
For Commissioning Deficiencies	Contractor notifies Owner's Representative and resolves deficiencies with Subcontractor and Equipment Manufacturer Representatives

3. Execution of Pre-functional Checklists and Startup:

- a. The contractors and manufacturer's representatives execute and submit a signed copy of the completed start-up reports and/or Prefunctional checklists to the OR. Further details are found in the Contract Documents.

4. Deficiencies and Non-Conformance:

- a. The Contractor works with the subcontractors and or manufacturer's representative to correct and retest deficiencies or uncompleted items, with involvement from the DE and others as required. The installing contractors or manufacturer's representatives correct all areas that are deficient or incomplete according to the start-up tests.

5. Execution of Functional Testing Procedures:

- a. Overview and Process:
 - 1) The Contractor schedules functional tests through the OR. The Contractor personnel oversees, witnesses and documents the functional testing of all equipment and systems according to the

Contract Documents and the Cx Plan. The Contractors execute the tests. The control system is tested before it is used to verify performance of other components or systems. The air balancing and water balancing is completed and debugged before functional testing of air-related or water-related equipment or systems. Testing proceeds from components to subsystems to systems and finally to interlocks and connections between systems.

b. Deficiencies and Retesting:

- 1) The Contractor documents the results of the test. Corrections of minor deficiencies identified are made during the tests. The Contractor records the results of the test on the procedure or test form. Deficiencies or non-conformance issues are noted and reported to the OR. Contractors correct all deficiencies, notify the OR. Contractor will schedule re-testing with OR.

c. Commissioning Record:

- 1) The Contractor will compile, organize and index the following commissioning data by equipment/system into labeled, indexed and tabbed, three-ring binders or electronically, based on Owner preference.
- 2) The Final Commissioning Record is provided to the Owner and Design Engineer for review.

END OF COMMISSIONING PLAN

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