



**Highland Falls-Fort Montgomery Central School District
Additions & Alterations to Fort Montgomery Elementary School
SED Control No. 44-09-01-04-0-005-008
BCA Project No. 2022-138 PH1**

**Addendum No. 3
July 17, 2024**

This addendum is hereby made part of the Contract Documents as though it were originally included therein. It modifies the following documents:

Original Project Manual and Drawings dated 6/21/2024.
Addendum No. 1 dated 7/1/2024.
Addendum No. 2 dated 7/12/2024.

All Bidders must acknowledge receipt of this Addendum in the space provided on the Form of Proposal.

GENERAL CLARIFICATIONS:

1. Who is the Electrical Utility Company for this project?
ANSWER: Orange & Rockland.
2. Drawings EL001 and EL100 do not show a scale.
ANSWER: Both drawings are 1" = 20'-0".
3. Drawing E400 One Line Diagram shows a new utility pole. Drawing EL100 shows the utility pole to be existing. Is there a new utility pole.
ANSWER: No, there is no new utility pole. The existing utility pole will be utilized.
4. On the ED series of plans, the keynotes state to disconnect and remove equipment connection, feeders, lighting control devices, etc. and to remove feeders back to source. Per spec section 01 7000, section 3.06.K, who is responsible for disposing equipment off-site?
ANSWER: The Electrical Prime Contractor.
5. Boiler Room Panel shows WH-1 as 3#12's, 3-Pole 20-Amp and Equipment Schedule shows it as 3#2's, 3-Pole 90-Amp Breaker - Please clarify which is correct.
ANSWER: 3#2's, 3-Pole 90-Amp Breaker.

NEW SPECIFICATION SECTIONS TO THE PROJECT MANUAL:

- A. **ADD** Specification Section 01 2300 *Alternates*. (This specification is to be added to the Table of Contents).
- A. **ADD** Specification Section 01 3216 *Construction Progress Schedule*. (This specification is to be added to the Table of Contents).
- B. **ADD** Specification Section 01 3553 *Security Procedures*. (This specification is to be added to the Table of Contents).

REVISIONS TO THE PROJECT MANUAL:

- A. Refer to *Form of Proposal Contract No. 1 – General Construction*; **DELETE** in its entirety and **REPLACE** with the following, attached *Form of Proposal Contract No. 1 – General Construction*
- B. Refer to Specification AIA A232 *General Conditions*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification AIA A232 *General Conditions*.
- C. Refer to Specification Section 01 0000 *General Requirements*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification Section 01 0000 *General Requirements*.
- D. Refer to Specification Section 01 1000 *Summary – Multi Contract*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification Section 01 1000 *Summary – Multi Contract*.
- E. Refer to Specification Section 01 3000 *Administrative Requirements*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification Section 01 3000 *Administrative Requirements*.
- F. Refer to Specification Section 01 4000 *Quality Requirements*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification Section 01 4000 *Quality Requirements*.
- G. Refer to Specification Section 01 5000 *Temporary Facilities and Controls*; **DELETE** in its entirety and **REPLACE** with the following, attached Specification Section 01 5000 *Temporary Facilities and Controls*.
- H. Refer to Specification Section 23 0923 *Direct-Digital Control System for HVAC*; **AMEND** paragraph 1.01, A. to read as follows:
 - 1. “A. The Owner will provide all Invensys control devices, wiring, labor, programming and commissioning of controls that is included in this section by OGS/GSA contract. Treat the controls portion as if the Temperature Controls Contract (TCC) will be their own Prime. The Mechanical Contractor will be responsible for installing control components in the piping and duct work systems, such as but not excluding the following: Automatic Control Dampers, Automatic Control Valves, Temperature Sensing Thermal Wells and Pressure Control Sensing Taps. The Temperature Controls Contractor (TCC) shall be a factory trained and authorized Invensys Climate Control Dealer Office (Stark Tech).”.

REVISIONS TO THE CONTRACT DRAWINGS:

- A. Refer to Drawing E200, Specialty Systems Plan – Basement: General Notes Column **ADD** new general note 2 to read as follows: “2. EC to install all boxes and conduits for Fire Alarm/PA/Access Control/CCTV System and is to pull all wiring to each of these systems, data wiring shall be terminated at patch panel and have RJ 45 jack on other end cable to be tested. State Contract Vendor is then to provide and install all field devices and head end panels and will provide all of the final connections to all devices, test and commission all systems. The removal of these existing systems field devices and head end panels to be by State Contract Vendor, the Electrical contractor to be responsible for the removal of all existing wiring for these systems, including backboxes and conduits. State Contract Vendor is Stratagem Security, Basil Morales, (845) 656-2289.”

- B. Refer to Drawing E201, Specialty Systems Plan – First Floor Area B: General Notes Column **ADD** new general note 2 to read as follows: “2. EC to install all boxes and conduits for Fire Alarm/PA/Access Control/CCTV System and is to pull all wiring to each of these systems, data wiring shall be terminated at patch panel and have RJ 45 jack on other end cable to be tested. State Contract Vendor is then to provide and install all field devices and head end panels and will provide all of the final connections to all devices, test and commission all systems. The removal of these existing systems field devices and head end panels to be by State Contract Vendor, the Electrical contractor to be responsible for the removal of all existing wiring for these systems, including backboxes and conduits. State Contract Vendor is Stratagem Security, Basil Morales, (845) 656-2289.”
- C. Refer to Drawing E202, Specialty Systems Plan – First Floor Area A: General Notes Column **ADD** new general note 2 to read as follows: “2. EC to install all boxes and conduits for Fire Alarm/PA/Access Control/CCTV System and is to pull all wiring to each of these systems, data wiring shall be terminated at patch panel and have RJ 45 jack on other end cable to be tested. State Contract Vendor is then to provide and install all field devices and head end panels and will provide all of the final connections to all devices, test and commission all systems. The removal of these existing systems field devices and head end panels to be by State Contract Vendor, the Electrical contractor to be responsible for the removal of all existing wiring for these systems, including backboxes and conduits. State Contract Vendor is Stratagem Security, Basil Morales, (845) 656-2289.”
- D. Refer to Drawing E203, Specialty Systems Plan – Second Floor Area C: General Notes Column **ADD** new general note 2 to read as follows: “2. EC to install all boxes and conduits for Fire Alarm/PA/Access Control/CCTV System and is to pull all wiring to each of these systems, data wiring shall be terminated at patch panel and have RJ 45 jack on other end cable to be tested. State Contract Vendor is then to provide and install all field devices and head end panels and will provide all of the final connections to all devices, test and commission all systems. The removal of these existing systems field devices and head end panels to be by State Contract Vendor, the Electrical contractor to be responsible for the removal of all existing wiring for these systems, including backboxes and conduits. State Contract Vendor is Stratagem Security, Basil Morales, (845) 656-2289.”

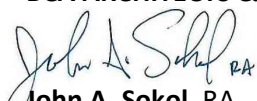
RE-ISSUED CONTRACT DRAWINGS:

- B. Refer to Drawing E101 - POWER PLAN - FIRST FLOOR AREA B: **DELETE** Drawing in its entirety and **ADD** new drawing E101 attached to this addendum. *(This drawing is to be added to the Cover Sheet Drawing Index).*
- C. Refer to Drawing E400 – ELECTRICAL DIAGRAMS: **DELETE** Drawing in its entirety and **ADD** new drawing E400 attached to this addendum. *(This drawing is to be added to the Cover Sheet Drawing Index).*
- D. Refer to Drawing E600 – ELECTRICAL SCHEDULES: **DELETE** Drawing in its entirety and **ADD** new drawing E600 attached to this addendum. *(This drawing is to be added to the Cover Sheet Drawing Index).*

END OF ADDENDUM

Please do not hesitate to contact me with any questions on this addendum, thank you.

Respectfully Submitted,
BCA ARCHITECTS & ENGINEERS



John A. Sokol, RA
 Principal

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.02 ACCEPTANCE OF ALTERNATES

- A. The Contractor shall include in the appropriate line on his Bid Form an amount sufficient to cover the cost of the work required of his Contract as detailed in each Alternate.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
 - 1. The Owner reserves the right to accept any and/or all Alternates, or any combination thereof.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. GC - 01 - Ceilings:
 - 1. This deduct alternate includes all work associated with the existing suspended acoustical tile ceilings within the rooms only affected by the other Prime Contractor's besides the General Prime Construction Contractor. These ceilings will be removed by the Prime Contractor whose scope of work requires access beyond the suspended acoustical tile ceiling system. The Prime Contractor shall temporarily remove the ceiling tiles and/or suspended grid system as required to facilitate their work, store/safeguard in a clean dry place, and reinstall upon completion the work. Rooms affected by the work are as follows, but not limited to:
 - a. **1st Floor:**
 - 1) E105-2 Toilet
 - 2) E105-3 Storage
 - 3) E110-1 Boys Toilet
 - 4) EC4-1 Corridor
 - 5) E119 Main Office (6)
 - 6) E122 2nd Grade Classroom 4
 - 7) E121 Principal's Office (5)
 - 8) E122 2nd Grade Classroom 2
 - 9) E123 Library (3)
 - 10) E127 1st Grade Classroom
 - b. **2nd Floor:**
 - 1) E205 First Grade Classroom 13
 - 2) E205-1 Toilet
 - 3) E206 Kindergarten Classroom 14
 - 4) E206-1 Toilet
 - 5) E207 Janitor
 - 6) E208 Storage
 - 7) E209 First Grade Classroom
 - 8) E209-1 Toilet
 - 9) E210 First Grade Classroom
 - 10) E210-1 Toilet

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Schedule Updates
- C. Recovery Schedule

1.02 RELATED SECTIONS

- A. Section 00 3113 Milestone Schedule
- B. Section 01 1000 - Summary - Multi Contract: Work sequence.
- C. Section 01 2000 - Price and Payment Procedures.

1.03 REFERENCE STANDARDS

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2016.

1.04 SUBMITTALS

- A. Within 10 days after the Award of the Contract, each prime contractor is to submit to the Architect and Construction Manager their preliminary project schedule for review and approval.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days. Resubmit to Architect and Construction Manager.
- C. Each Prime Contractor is to provide an updated project schedule(s) every two weeks or as directed by the Construction Manager.
- D. Submit updated schedule with each Application for Payment.
- E. Submit to Construction Manager in PDF format. Also, include raw electronic format from contractor's schedule software.
- F. The Construction Manager will prepare the Master Project Construction Schedule based on the schedules prepared and submitted by each of the Prime Contractors. The Master Project Construction Schedule shall be reviewed, approved and signed by all of the Prime Contractors prior to the submission of their Schedule of Values and first payment application.

1.05 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 24 x 36 inches.
- C. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Each Contractor is advised that time is of the essence. All necessary means, methods, and manpower are to be provided by each Contractor to complete the work in accordance with the Milestone Schedule (Section 00 3113) and the approved Master Project Schedule for construction.

- B. If meeting the Milestone Schedule and the approved Master Project Schedule dates of completion require each Contractor to work multiple shifts, extended hours (second shift or longer days), weekends, or holiday hours to perform the Work, the Contractor is to notify Construction Manager in writing in writing at least seven (7) calendar days prior to the date of the special access. The Construction Manager will coordinate with the Owner for special access to the site and building.
 - 1. If special access and additional time is given to the Contractor to complete the work, the Contractor will be responsible for any and all additional costs associated with Architect and Construction Manager services as a result of the Contractor's failure to meet the Milestone Schedule and/or approved Master Project Schedule.
- C. Work or incomplete Work identified on the Items to be Completed List (punch list) or other document generated by Architect, Construction Manager, and Owner shall be completed within fifteen (15) working days of the issuance of the Items to be Completed List or the Certificate of Substantial Completion. Site work and exterior items that may be impacted by the weather may have an extended time for the completion of the Items to be Completed List.
 - 1. Incomplete Work or remedial work requiring access to the building/site after Substantial Completion and Owner occupancy will be coordinated by the Construction Manager and Owner. Incomplete Work and remedial work will be completed during the hours and days that are convenient to the Owner.
 - 2. Any additional oversight cost of the Construction Manager for the incomplete Work or remedial work completed after Substantial Completion will be the responsibility of the Contractor.

3.02 SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart. Once approved provide finalized schedule to Architect and Construction Manager.

3.03 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Construction activity durations are to be shown in whole days
- C. Identify each item by specification section number.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
 - 1. Identify any long lead time items that shall be tied to the respective installation task.
- H. Coordinate content with the schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- I. Provide a legend for symbols and abbreviations used.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Construction Manager at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as a result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate the progress of each activity to the date of revision, with the projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain the Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.
- H. Two-week Look-a-head schedules:
 - 1. Each Contractor is to provide Look-a-head schedules three (3) days in advance of the scheduled project meetings. This schedule is to include detailed activities of each Work item which may or may not have been described in the Master Project Schedule. See paragraphs below for detail of the Content.
 - 2. The Look-a-head schedules is to be updated weekly and is to include:
 - a. All critical week coordination activity.
 - b. Reference to next project milestones.
 - c. New activities scheduled to commence during the period.
 - d. Key activities scheduled to be completed during the period.
 - e. All utility shutdown requirements.
 - f. Site accessibility events.
 - g. Highlighted variance from previous Look-a-head schedule.
- I. The Look-a-head schedule is to be reviewed at the scheduled project construction meeting and Contractors and Construction Manager's weekly coordination meeting.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Construction Manager, and Owner
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

3.07 RECOVERY SCHEDULE

- A. When the Look-a-head schedule and/or the observations of the Architect and Construction Manager indicate the Contractor's Work is fifteen days or more behind the approved schedule or Milestone Schedule, the Contractor is to prepare a recovery schedule.
- B. The recovery schedule is to include the Contractor's means to regain compliance with the approved schedule/milestone schedule.
- C. The recovery schedule is to be submitted to the Architect, Construction Manager, and Owner within two (2) days of notification from the Construction Manager.
- D. The Contractor's recovery schedule is to indicate changes in work days, working hours, crew size modifications, equipment required, and the established date of recovery for compliance with the approved schedule and milestone schedule.
- E. All costs incurred by the Architect, Construction Manager, and Owner as a result of the recovery schedule of the contractor are the responsibility of the Contractor. These costs will be deducted from the Contractor's contract sum via Change Order.

- F. The Owner reserves the right to withhold payment to the Contractor until the Contractor submits the recovery schedule and the recovery schedule is approved by the Architect, Construction Manager, and Owner.

END OF SECTION

**SECTION 01 3553
SECURITY PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.02 SECURITY PROGRAM

1.03 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

1.04 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name, assigned number , expiration date and employer.
- C. Require return of badges at expiration of their employment on the Work.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall report crime and attempted crime that occurs within Work area to local law enforcement, the Construction Manager and Owner.
 - 1. A follow-up report shall be made to the Construction Manager and Owner.
 - 2. Contractor and subcontractors employees shall cooperate with law enforcement during an investigation.
- B. When the Contractor is not present or performing Work, no assets (regardless of value) shall be left unsecured at the Jobsite. Materials vulnerable to theft, such as materials, tools and equipment, shall be secured in a locked storage facility. Daily removal of scrap material shall be performed.
- C. A locked, physical perimeter shall be established around the storage area. The Contractor shall post Project Name and after hours contact information in such a manner as to be plainly visible from inside and outside of the construction area.
- D. Entry doors to storage areas and fenced gates shall be properly secured with a high grade, anti-cut lock. During nonbusiness hours, heavy equipment shall be disabled to prevent unauthorized use and, if applicable, shall be parked in front of the doors of temporary storage containers to serve as a barricade.

1.06 RESTRICTIONS

PART 2 PRODUCTS

2.01 ELECTRONIC SURVEILLANCE

- A. If electronic surveillance is provided due to high risk or repeated incidents, the Contractor shall provide electronic surveillance that meets the following requirements.
 - 1. The electronic surveillance equipment shall be a mobile surveillance unit (MSU) consisting of multiple cameras as required to provide video coverage of vulnerable areas of the Jobsite.
 - 2. Cameras shall be high resolution (minimum 720p), color, and low light cameras.
 - 3. Upon detection of any movement, a remote alarm shall be generated and video shall be recorded until movement has ceased. The video shall be retained for a minimum of 7 days. Recorded video and related information shall be provided to Local Law Enforcement upon request.
 - 4. The MSU alarm shall be live off-site monitored 24 hours per day, 7 days a week. Any movement shall be promptly evaluated and if appropriate, result in prompt notification of Local Law Enforcement.

5. The MSU shall be self-powered or Contractor shall provide the necessary power.
6. The electronic surveillance equipment shall remain the property of the Contractor and shall be removed when no longer needed as determined by the Construction Manager and Owner.

PART 3 EXECUTION - NOT USED

END OF SECTION

FORM OF PROPOSAL
Highland Falls Fort Montgomery Central School District
Additions & Alterations to Fort Montgomery Elementary School

BID DESCRIPTION

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Work under this Contract may generally be described to include, but not be limited to the following:

Procurement and general requirements; and all other work and related materials as indicated on the Contract Drawings, as specified herein, and as required for the complete and proper execution of the Work.

This outline is a general indication of the requirements of this Contract and is not intended to be all inclusive. The complete Contract Documents in their entirety, to include any and all addenda, form the basis of the responsibility of this Contract.

Each contractor is advised that the specification sections in Division 01 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

All work of this contract shall be coordinated with other Prime Contractors involved in the project. All work shall additionally be coordinated with all other activities, construction, or others at each site throughout the progress of the work of this project.

The Contractor shall use all means possible and shall be responsible for coordinating the installation of all materials of this Contract with work of all other trades involved with this project. All work shall be done in strict accordance with the Contract Documents and in compliance with all applicable Local, State and Federal Codes.

Prior to the Bid Date of this project, the Contractor shall be completely responsible for visiting the project site to become completely familiar with the scope of this project.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

It shall be completely understood that the use of asbestos containing materials in this project is strictly forbidden and all materials are provided in accordance with the Federal Asbestos Hazard Emergency Response Act (AHERA), and the New York State Asbestos Safety Act (SASA).

In addition to those items in the Base Bid, the Contractor shall further sub-divide his bid proposal as described in the following bid items, alternates, and/or unit prices. The Contractor shall include in the Base Bid all of the work of this Contract not specifically described in a Bid Item or Alternative. The Owner reserves the right to accept any and/or all of the Bid Items and/or Alternates or any combination thereof and to waive any informalities or defects in the bid proposals either before or after opening.

Bid Items

Allowances - As described in Specification Section 01 2100 – Allowances.

- Bid Item No. 1 – Field Directive Allowance
- Bid Item No. 2 – Rock Removal Directive Allowance

FORM OF PROPOSAL
Highland Falls Fort Montgomery Central School District
Additions & Alterations to Fort Montgomery Elementary School

Alternates - As described in Specification Section 01 2300 – Alternates.

- Alternate No. GC-01 – Ceilings

Unit Prices - As described in Specification Section 01 2200 – Unit Prices

- Unit Price No. 1 – Bulk Rock Removal per cubic yard
- Unit Price No. 2 – Trench Rock Removal per cubic yard
- Unit Price No. 3 – Unsuitable Insitu Materials per cubic yard
- Unit Price No. 4 – Asbestos abatement per mud fitting
- Unit Price No. 5 – Asbestos abatement per linear foot
- Unit Price No. 6 – Asbestos abatement per square foot
- Unit Price No. 7 – Interior concrete slab trenching per square foot
- Unit Price No. 8 – Asphalt Paving (Standard and Heavy Duty – per square foot

FORM OF PROPOSAL
Highland Falls Fort Montgomery Central School District
Additions & Alterations to Fort Montgomery Elementary School

The Undersigned _____
Contractor

_____ Address _____ Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 1 – GENERAL CONSTRUCTION** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of _____ DOLLARS (\$ _____)

Bid Item No. 1 – Field Directive Allowance
_____ Two Hundred Thousand DOLLARS (\$200,000.00)

Bid Item No. 2 – Rock Removal Directive Allowance
_____ Fifty Thousand DOLLARS (\$50,000.00)

TOTAL BASE BID (Base Bid and Bid Items No. 1 and No. 2)
_____ DOLLARS (\$ _____)

Alternate No. GC-1 – Ceilings
_____ DOLLARS (\$ _____)
DEDUCT

UNIT PRICES

Unit Price Item No. 1 – Bulk Rock Removal \$ _____ / per cubic yard

Unit Price Item No. 2 – Trench Rock Removal \$ _____ / per cubic yard

Unit Price Item No. 3 – Unsuitable Insitu Materials \$ _____ / per cubic yard

Unit Price Item No. 4 – Asbestos Abatement \$ _____ / per mudded fitting

Receipt of the following Addenda is hereby acknowledged:

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

(Name of Bidder)

Signed _____

Title _____

Street _____

City/State _____

Zip Code _____

Telephone _____

Fax _____

Cell Phone _____

Email _____

Date _____, 20__

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NON-COLLUSIVE BIDDING CERTIFICATE

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 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.

(Signed) _____

 Title

RESOLUTION - for corporate bidders only

RESOLVED that _____ be authorized to sign and submit the bid or proposal
(individual)
 of this corporation for the following project

(describe project)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
 corporation at a meeting of its Board of Directors held on the _____ day of _____, 20__.

SEAL OF CORPORATION)

 Secretary

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**Statement Concerning Authority to do Business
in the State of New York for non-New York State Companies**

Please complete all requested information in both sections below.

A certificate of authority is required of out of state companies if the company has property, employees or agents used in conducting its business activities within the state of New York. Generally, business activities are defined as having an office in the state, making sales or promotional calls within the state, delivering products or merchandise and/or making service calls within the state.

Companies conducting mail order activities with New York customers are not considered doing business within New York State if the company **has no property, employees, agents and/or representatives in or, traveling into the state.** _____ is such a mail order company, and as such, is not
(Fill in company name)
required to hold a Certificate of Authority.

Performance under the attached bid will not result in any action that would result in a requirement to obtain a Certificate as all commerce will be conducted by mail. It is the opinion of the legal counsel for this firm:

Name _____
Address _____ (Complete the information)
Address _____
Telephone _____

that this firm is not required to file an Authority to do Business in New York State as required by Section 1301 of the NYS Business Corporate Law.

=====
Complete one of the following two acknowledgements in addition to above information.

Individual Acknowledgment for Sole Proprietors or Partnerships

Signature

State of _____
County of _____ ss.

On this ____ day of _____ two thousand and _____ before me, the subscriber, personally appeared _____ to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she acknowledged to me that he/she executed the same.

Notary Public

Corporate Acknowledgment for corporations or LLC's

Signature

State of _____
County of _____ ss.

On this ____ day of _____ two thousand and _____ before me personally known, who, being by me duly sworn did depose and say that he/she resides in _____ that he/she is the _____ of _____ the corporation described in, and which executed, the above Instrument; that he/she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

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FEDERAL LAW CERTIFICATION

I, _____ [insert name], the _____ [insert title] of
_____ [name of company], _____ [Nine Digit DUNS
Number] hereby swear or affirm that the following is true:

1. The company, its principles or entities related to the company named above, is not now, nor ever has been, debarred from contracting with the United States Government or any State government.
2. The company is not now under investigation by any agency of the Federal Government or the government of any State for any actions by the company, its principles or any related entity, for any alleged malfeasance or misfeasance of any kind or nature which could lead to a debarment from governmental contracting or criminal prosecution, as well as render any contracts signed in reliance on this certification voidable by the party relying on this certification. This includes any violations related to the Davis-Bacon Act, the federal prevailing wage statute, the Copeland Act and the Contract Hours and Safety Standards Act which covers hours of work and safety standards in federal public contracting.
3. I have full legal authority under my company's organizational documents or bylaws to make this certification on the company's behalf.
4. I understand that submission of a false statement on this document will subject me to criminal prosecution.

(Date)

(Signature)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

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STATEMENT OF SURETY'S INTENT

To:

(Owner)

We have reviewed the Bid of _____

(Contractor)

of _____

(Address)

for _____

(Project)

Bids for which will be received on _____

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted, and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if, for any reason, we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

(Surety's Authorized Signature)

Attach Power of Attorney

**(Corporate Seal, if any.
If no seal, write "No Seal"
across this place and sign.)**

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective Aprils 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

EITHER THIS FORM OR THE "DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT" FORM ON THE FOLLOWING PAGE MUST BE COMPLETED AND SUBMITTED WITH THE BID

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of

the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____, 20__

Notary Public: _____



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)

Highland Falls-Fort Montgomery Central School District
Additions & Alterations to FMES
Highland Falls-Fort Montgomery Central School District
21 Morgan Road
Highland Falls, New York 10928

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Triton Construction
1279 Route 300, 1st Floor
Newburgh, New York 12550

THE OWNER:

(Name, legal status, and address)

Highland Falls-Fort Montgomery Central School District
21 Morgan Road
Highland Falls, New York 10928

THE ARCHITECT:

(Name, legal status, and address)

Bernier, Carr & Associates Engineers, Architects, and Land Surveyors, P.C.
31 Lewis Street
Suite 402
Binghamton, New York 13901

ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents include the Notice to Bidders, Information to Bidders, Form of Proposals, General Conditions, Specifications, Drawings, Addenda issued prior to execution of the Contract, Agreement between Owner and Contractor ("Agreement"), other Documents listed in the Agreement, and Modifications issued or negotiated after receipt of bids or execution of the Agreement, and when required by Governmental Agencies or Departments, appropriately inserted Certifications, Regulations, and Wage Rate Schedules.

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract or Agreement 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 as a representative of the Owner, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect, as a representative of the Owner, shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

Subcontractors shall assume the same obligations to the Contractors as the Contractor has to the Owner and the Architect under General Conditions AIA A232-2019 relationships and responsibilities of the Contractor to the Owner or Architect as defined in General Conditions AIA A232-2019 shall become those of the Subcontractor to the Contractor.

§ 1.1.2.1 Where the term "Agreement", "Contract" or "Prime Contract" is used in the General Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each individual Prime Contractor identified in Conditions of the Contract (General and other conditions)."

§ 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 Miscellaneous Definitions:

- .1 The term "Addendum/Addenda" shall mean Changes to the Contract Documents prior to the receipt of bids which are made part of the Agreement.
- .2 The term "Herein" shall mean the contents of the Contract Documents and/or the contents of the particular section where this term appears.
- .3 The term "Indicated" as used herein shall mean shown on the Drawings or described in the Contract Documents. Terms such as "Shown", "Noted", "Scheduled" and "Specified" have the same meaning as "As Indicated".
- .4 The term "Concealed" as used herein shall mean items hidden from sight in such locations as trenches, chases, shafts, furred spaces, walls, slabs, above ceilings and in crawl spaces or service tunnels.
- .5 The term "Exposed" as used herein shall mean not "concealed" as defined herein and the spaces behind normally closed doors such as interiors of cabinets.
- .6 The term "Product" as used herein shall include materials, systems and/or equipment.
- .7 The term "Furnish" as used herein shall mean furnish and deliver to the job site all products necessary that are connected with the Work including unloading, handling, transporting, unwrapping, and inspecting those products to be installed.
- .8 The term "Install" as used herein shall mean furnish all labor and perform all operations connected with assembly, erection, anchoring, installation of products or Work, curing, finishing, cleaning and similar operations including supplying all necessary tools, rigging and equipment to do the Work, and connect up, test, place in operation and service such products.
- .9 The term "Provide" as used herein shall mean furnish and install, without limitation, all labor, products, materials, equipment, transportation, services, etc., required to install, complete the Work, and/or to test and place in operation/service.
- .10 The term "Modifications" shall mean changes to the Contract Documents subsequent to the commencement of the work.
- .11 The term "Piping" as used herein shall mean pipe, rigid conduit, fittings, valves, hangers, and other accessories, which comprise a system.
- .12 The terms "proper", "satisfactory", "workmanlike" and words of similarly implied interpretation, judgment, or opinion, shall be understood to mean "in the opinion of the Architect".
- .13 As used herein, the terms "General Contractor", "GC" and "General Construction Contractor" have the same meaning.
- .14 As used herein, the terms "Mechanical Contractor" and "MC" shall mean the same thing.
- .15 As used herein, the terms "Plumbing Contractor" and "PC" shall mean the same thing.
- .16 As used herein, the terms "Electrical Contractor" and "EC" shall mean the same thing.
- .17 As used herein, the terms "Site Contractor" and "SC" shall mean the same thing.
- .18 As used herein, the terms "Roof Contractor" and "RC" shall mean the same thing.
- .19 As used herein, the terms "Asbestos Abatement Contractor" and "AAC" shall mean the same thing.
- .20 The term "project site" shall mean the space available to contractors at location of the project either exclusively or to be shared with other contractors for performance of Work.
- .21 The term "minimum requirements" shall mean indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual Work shall comply (within specified tolerances) or may exceed minimums within reasonable limits. Refer uncertainties to Architect before proceeding.
- .22 The term "basis of design" shall mean the material, product or manufacturer shown in the Contract Documents was selected to establish the minimum quality, performance and/or operation of the material or product.
- .23 The term "labeled" refers to classification by an approved Standards Agency.
- .24 As used herein, the term "Architect" shall also mean "Engineer" so duly licensed to "provide consulting services under a New York State License" and under Contract to provide professional services to the Owner."

- .25 The term "Warranty" shall mean a formal promise (guarantee) in writing that the contractor shall repair or replace a faulty product, material, or installation within the prescribed warranty period after Substantial Completion.
- .26 The term "General Conditions" shall mean the General Conditions of the Construction Contract, Construction Manager as Advisor Edition (AIA Document AIA A232-2019 Edition).

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

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

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

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

§ 1.2.4 In the event of conflict or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Contract (Agreement).
- .2 Modifications.
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 Instructions to Bidders.
- .5 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition.
- .6 Division 01 of the specifications.
- .7 Divisions 02 thru 49 of the specifications and drawings.
- .8 Other documents specifically enumerated in the Contract as part of the Contract Documents.

In the case of conflict or discrepancies between drawings and Divisions 02 thru 49 of the specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence.

§ 1.2.5 Scaling Drawings for dimensions, if done, is done at the Contractor's own risk. All dimensions shown on the Drawings are subject to verification of actual dimensions by the Contractor. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify all existing conditions and measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any differences which may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work."

§ 1.2.6 Where items are specified by the use of a reference standard not bound in the specifications, the date of the reference standard shall be the latest edition as outlined in the Building Codes of New York State and/or except as specifically indicated otherwise.

§ 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 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be as outlined under § 1.2.4.

§ 1.4.2 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall: (1) provide the better quality or greater quantity of Work, (2) comply with the more stringent requirement, or (3) either or both in accordance with the Architect's interpretation. The terms and conditions of this § 1.4.2, however, shall not relieve the Contractor of any of the obligations set forth in § 3.2 and § 3.7.

§1.4.2.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small-scale drawings. Scaling Drawings for dimensions, if done, is done at the Contractor's own risk.

§1.4.2.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference, which may be found, shall be submitted to the Architect for resolution before proceeding with the Work.

§1.4.2.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for review by the Architect before initiating the change.

§ 1.4.3 The terms "knowledge", "recognize" and "discover", their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.4.4 The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts or omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.4.5 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Architect shall be the sole and final interpreter and will issue a written decision to the Owner and the Contractor within a reasonable time of written notification. The Architect's decision shall be conclusive and final.

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

(Paragraph deleted)

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

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall make available for inspection, upon request, that field survey or testing information of existing conditions, which is known to be available, and which is held by the Owner at their offices. Such records are not Contract Documents and the Owner makes no representation as to their accuracy or completeness.

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

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

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

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the reasonable 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 may furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner may also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to each Prime Contractor the following:

- .1 Copies for Construction: The Prime Contractors will each be furnished without charge up to two (2) sets of Contract Drawings, Project Manuals and Bid Addendums for use during construction for their own use and the use of their Subcontractors.
- .2 Owner shall furnish additional sets upon a Contractor's written request. Such additional sets will be provided at the cost of printing, postage and handling. Partial sets will NOT be provided.
- .3 Subcontractors and other entities desiring copies of Drawings and other contract Documents shall obtain them from the respective Prime Contractor.

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

§ 2.3.9 The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, the Contractors' means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws or regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

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

§ 2.5.1 In the event Contractor fails, refuses or neglects to perform closeout obligations, including without limitation performance of incomplete items as attached to the Certificate of Substantial Completion, within forty-five (45) days following the date of Substantial Completion or time frame mutually agreed upon between Owner and Prime Contractor, the Owner may, without further notice (except to inform the Contractor its attempt to cure is inadequate) and without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from Payments then or thereafter due to Contractor the cost of correcting such deficiencies. Contractor shall be liable to the Owner for any additional costs, including without limitation, those charged by Architect, Attorneys, or others attributable to such failure, refusal, or neglect.

§ 2.6 Owner's Rights for Use of Premises

§ 2.6.1 Whether Work of various Contractors is or is not partially or fully completed, the premises (site and buildings) are the property of the Owner who shall have certain rights and privileges in connection with use of same.

§ 2.6.2 In such event, Contractor whose unfinished Work is performed subsequently shall be responsible for the prevention of any damage to such Owner's installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

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.

§ 3.1.1.1 Where the words "Contractor", "Prime Contractor", or any reference to "each Contractor" occurs in the Contract Documents, they shall mean the person, firms or organization having a Contract for the Work as set forth in the Agreement.

§ 3.1.1.2 The Contractor represents to the Owner that it possesses the skill, experience, and resources to perform the Work competently and diligently in an orderly and safe fashion and in accordance with the anticipated milestone and/or completion date(s) as applicable.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or

made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The Contractor shall promptly notify the Construction Manager and Architect, in writing, of any inconsistencies or errors to provide the Architect ample time for observation, investigation, detail drawings, etc.

§ 3.2.2.2 All Contractors submitting bid proposals shall be presumed to have examined the site to consider fully all conditions, which may have a bearing on the Work, and to have accounted for these conditions in their bid proposals.

§ 3.2.2.3 When required, off-site storage is the responsibility of the Contractor.

§ 3.2.2.4 The exactness of grades, elevations, dimensions, or locations indicated on the Drawings of Work installed by others is not guaranteed by the Construction Manager, Architect, or the Owner.

§ 3.2.2.5 Except as to any reported errors, inconsistencies and to concealed or unknown conditions referred to in § 3.7.4, by executing the Agreement, the Contractor represents the following:

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
- .2 The Work required by the Contract Documents, including, without limitations, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 3.2.2.6 The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations indicated on the Drawings. Where the Work of this Contract connects or interfaces with existing or other Work, Contractor shall verify at the site all conditions of such existing or other Work. Any errors due to the Contractor's failure to verify such information shall be promptly remedied by the Contractor at no additional cost to the Owner.

§ 3.2.2.7 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify all existing conditions and measurements. Any differences, which may be found, between actual measurements and dimensions indicated on the Drawings shall be submitted to the Architect for resolution before proceeding with the Work. No extra compensation will be allowed for such discrepancies.

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

(Paragraph deleted)

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences

or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 Laying out the work:

- .1 Each Contractor shall carefully lay out its Work in accordance with the Contract Documents and shall coordinate its Work with existing and new Work and it shall verify all lines and levels indicated in the Contract Documents that affect its Work.
- .2 Adjustments required to suit field conditions shall be made only after the Construction Manager's and Architect's review. Each Contractor shall be responsible for the accuracy of layout and shall correct at its own expense any Work that his forces have laid out incorrectly.
- .3 Where equipment lines or piping and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. Contractor shall coordinate its work and prevent all interferences between equipment, lines of piping, architectural features, and avoid any unsightly arrangements in the exposed areas.

§ 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 Shutdowns: Such Work as connections to existing sewers, plumbing, heating, and electric systems, shall be done at a time agreeable to the Owner and Construction Manager and shall be determined and agreed to well in advance of the actual doing of such Work so as to interfere as little as possible with the operation and use of existing facilities. Shutdowns must be coordinated through the Construction Manager 48 hours prior to shut down. The continued uninterrupted operation of all facilities is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining existing facilities. No mechanical, heating, plumbing, sprinkler, or electric services shall be interrupted at any time, except as approved in advance by the Owner. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shut-downs, so as to minimize the period of shut-down. All material and manpower to do the work involved shall be at the job prior to interruption of services.

§ 3.3.5 If the Work involves a School facility, the Contractor represents that it is familiar with and shall adhere to the "Uniform Standards for School Construction and Maintenance Projects" set forth at 8 New York Code of Rules and Regulations §155.5 (8 NYCRR 155).

§ 3.4 Labor and Materials

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

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

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

§ 3.4.4 Equivalent Products: Except as otherwise specified, whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendors' names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, size, function and performance. Such proposed product shall not be purchased or installed until approved by the Architect.

- .1 The Owner and the Architect will consider a formal request for the substitution of a product in place of the one specified only under the conditions set forth in the General Requirements (Contract, & General Conditions) on "EQUIVALENCY", of the Specifications) for each proposed substitution.
- .2 The Architect will be allowed ten (10) business days to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's review process having been completed and the product accepted by written notification.
- .3 Owner may require Contractor to furnish at the Contractor's expense a special performance warranty or other surety with respect to any substitution.
- .4 The Architect will record time required by the Architect and the Architect's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse the Owner for the charges of the Architect and the Architect's Consultants for evaluating each proposed substitution. In the event Owner is not obligated to pay Architect for such costs incurred by the Architect in evaluating proposed Substitutions as Additional Services. Contractor shall pay Architect's additional cost for such evaluation directly to Architect as a third-party beneficiary under this Contract.
- .5 Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .6 Reasons the substitution is advantageous and/or necessary, including the benefits to the Owner and Work in the event substitution is acceptable.
- .7 The adjustment, if any, in the Contract Sum in the event the substitution is acceptable.
- .8 The adjustment, if any, in the time of completion of the contract and the construction schedule in the event the submission is acceptable.
- .9 Contractor shall demonstrate that the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the Drawings; and the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect. Architect will review and make an informed decisions on proposed substitution within ten (10) business days.
- .10 Substitutions and alternates may be rejected with or without written explanation.
- .11 No substitute material shall be purchased or installed by the Contractor without the Architect's written approval. Material that, in the Architect's opinion, is inferior to that specified or is unsuited for the intended use will be rejected. The Architect's decision regarding acceptance of equals shall be final. The risk of whether a proposed substitution will be accepted is borne by the Contractor. No requests for substitution will be considered unless the Architect determines that such substitution is in the best interest of the Owner under the conditions set forth in the Contract Documents.
- .12 By making requests for substitutions the Contractor:
 - a. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would provide for the specified product;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - d. Will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects; and,
 - e. Will reimburse Owner for additional costs from claims by other Prime Contractors resulting from incorporation of the requested substitution.

- .13 If the Project involves Public Work subject to N.Y. General Municipal Law §103, whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. In such event, any material, article, device, piece of equipment or type of construction of other manufacturers or vendors that will perform the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals as set forth herein and is, in the opinion of the Architect, of equal substance, appearance, and function.
- .14 The burden of proof to show equivalency or equal quality shall be that of the Contractor. Submissions for this purpose shall follow the format for Submittals. Submissions shall be complete, informative & address all data required in the base bid specification in such a manner that the Architect can, without unusual effort or exhaustive research, review and make a judgment as to its equivalency. Excessive or unusual effort required of the Architect by the Contractor to review, research and qualify items proposed as equivalents shall be charged to the Contractor at the current billing rate of the Architect.
- .15 Proposed equivalents or substitutions will not be considered unless requested as set forth herein. Mere express or implied indication of equivalents or substitutions will not be considered without full compliance these requirements.
- .16 The Contractor shall indicate the kind, type, brand or manufacturer that is to be substituted for the specified item. The Contractor will submit information describing in specific detail the differences in quality, performance, cost and time between the substitution and the item that was specified. This information shall include notification of possible changes to the Work or to work of other contracts."

§ 3.4.5 A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the project at each site.

§ 3.4.6 Contractor shall be responsible for the care and protection of all equipment and materials for his work of this project, including equipment and material furnished by the Owner.

§ 3.4.7 Contractor warrants that it has good title to all materials used in the Work of this Contract. No materials or supplies shall be furnished by Contractor or any of its Subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by the seller.

§ 3.5 Warranty

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

§ 3.5.1.1 Neither final payment, nor provision in Contract Documents, nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

§ 3.5.1.2 In emergencies occurring during the warantee period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contactor, who may take over the Work and make any corrections remaining after his forces arrive at the Work. Any repair work not started within seven (7) days following notice to the Contractor of any defect shall be considered an emergency.

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

§ 3.6 Taxes

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

§ 3.6.1 The OWNER is exempt from the payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties, on all materials, equipment and supplies to be sold to the OWNER pursuant to this Contract. The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the contractor or to a Sub-Contractor and the Contractor and its Sub-Contractor. Also exempt from such taxes are purchases by the CONTRACTOR and its subcontractors of materials, equipment and supplies to be sold to the OWNER pursuant to its Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project." The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the CONTRACTOR or a Sub-Contractor and the CONTRACTOR and its Sub-Contractor shall be responsible for any 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 into the project.

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

§ 3.7.1 Each Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and of all other required certificates for the Work, necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. Each Contractor shall be responsible for complying with any and all requirements specified with each Permit.

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed or affected work is performed and in no event later than 7 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- .4 Value of allowances shall also include:
 - All costs for plant, equipment and labor for unloading, handling and storage at the site;
 - Any costs for protection;
 - All costs for associated demolition work;
 - Costs for removal and off-site disposal of demolished materials;
 - Cost for labor, materials and equipment for installation and finishing, except where labor is specified not to be a part of the allowance.
 - Other expenses required to complete the installation.

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

§ 3.9 Superintendent

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

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

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

§ 3.9.4 The Contractor shall not reduce or terminate supervision of the Work.

§ 3.9.5 If, for any reason, the Contractor takes an action resulting in any of the changes noted in § 3.9, which negatively affects the projects progress or quality, or resulting in additional work by the Owner or their agents, the Owner has the right to charge the Contractor all costs associated with these efforts including the costs of legal, Construction Management Services, and Architectural services. The Owner shall notify the Contractor in writing of their intent to back charge as a result of lack of supervision.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and

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

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

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

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

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have shop drawings, product data, and samples submitted in ample time to allow for review by the Construction Manager, Architect or their Consultants.

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

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

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

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

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

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

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

§ 3.12.10.2.1 If it is the position of the Contractor, or his licensed design professional, that the Owner and Architect have not provided all performance and design criteria, the Contractor shall request additional criteria in writing before proceeding with the professional services described in § 3.12.10. Proceeding with the professional services shall be evidence that the Owner and Architect have provided all necessary performance and design criteria.

§ 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.

§ 3.13.1.1 Use of site and building:

- .1 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use, areas of the completed or partially completed building(s) or site as provided for in Article 9, Paragraph 9.9. The Owner shall have the right to take possession of and to use any completed or partially completed portions of the building or site even though the time of completing the entire Work or such portion of the Work may not have expired. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, workmanship or operation of equipment pertaining to the occupied portions.
- .2 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of his Work as soon as possible to the extent that the necessary equipment can be put into operation and use.
- .3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.
- .4 Such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. (See 11.3.1.5) Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.
- .5 See Article 2, Paragraph 2.5 for special situations.

§ 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 Protection of Building Occupants

§ 3.13.3.1 Owner or Tenant occupied areas of the building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.

§ 3.13.3.2 General safety and security standards for this project include:

- .1 All construction materials shall be stored in a safe and secure manner;
- .2 Fences shall be maintained around construction supplies or debris.
- .3 Gates in temporary fences shall always be locked unless a worker is in attendance to prevent unauthorized entry to the Contract areas.
- .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 wear photo-identification badges at all times for identification and security purposes.
- .6 Separation of Construction Areas: Construction areas that are under the control of a Contractor and therefore not occupied by Owner or Tenants 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 contaminant barriers must be made to prevent exposure to dust or contaminants. Each Contractor working inside the buildings shall temporarily seal doorways enclosing their work area, using heavy duty plastic, duct tape, etc. Repairs of the plastic and tape must be made in the event the tape becomes loose or the plastic is cut or torn.
- .7 Type "X" Gypsum Board shall be used in exit ways or other areas that require fire rated separation.
- .8 Plastic sheeting may be used only as a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
- .9 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 Owner or Tenants.

- .10 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.
- .11 All parts of the building affected by renovation activity shall be cleaned at the close of each workday, including but not limited to cleaning and disinfection in connection with infectious disease exposure precautions, whether permanent or temporary, required or suggested by federal, state or local governmental authorities.
- .12 Fire and hazard prevention: Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy.

§ 3.13.3.3 Noise Abatement During Construction:

- .1 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 is not occupied, or acoustical abatement measures shall be taken.

§ 3.13.3.4 Control of airborne contaminants during construction:

- .1 The Contractor shall be responsible for the control of the chemical fumes, gases, and other contaminants produced by their welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- .2 The Contractor shall be responsible to ensure that its 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 manufacturer's recommendations before a space can be occupied.
- .3 Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed in occupied areas of the building. Any area of the building where abatement of hazardous materials is being performed must be sealed off in an air-tight fashion from the remainder of the building in accordance with NY Code Rule 56 and other applicable laws and regulations.
- .4 The requirements of Section 155 of the Regulations of the New York State Commissioner of Education apply to this Project. Reference Section 01 3529.1 Life Safety Requirements During School Construction and the Official Compilation of Codes, Rules and Regulations of the State of New York, Title 8 Education Department, Chapter II Regulations of the Commissioner, Subchapter J. Buildings and Transportation Part 155 Education Facilities.

§ 3.13.4 Each Contractor shall be responsible for complying with Occupational Safety and Health Administration (OSHA) and U.S. Department of Health and Human Services' Center for Disease Control and Prevention (CDC) on COVID-19 Guidance for safe work practices, use of personal protective equipment (PPE), social distancing, cleaning, and sanitizing of the worksite. These protocols shall be incorporated into each Contractor's safety work plan.

§ 3.13.5 All construction workers and suppliers are to execute a Health Declaration Form/Questionnaire each day prior to gaining access to one of the construction sites during the COVID-19 crisis.

§ 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 In order to eliminate cutting and patching as much as possible, each Prime Contractor shall coordinate the installation of sleeves and inserts with the other Prime Contractors affected and shall give proper and detailed instructions to others where Work may be affected by their Work, with adequate notice prior to the erection of new Work. Cutting and patching Work as required to install new Work or remove existing Work shall be done carefully and neatly with as little damage as possible.

§ 3.14.3 Unless otherwise stated in Specification Section 01 7329 Cutting and Patching, each Prime Contractor shall perform all cutting and patching as required to complete their Work. Cutting is to be done neatly with minimal damage to surrounding materials and holes to be patched and/or fire safe as required to the satisfaction of the Construction Manager, Architect and Owner.

§ 3.14.4 Any costs caused by defective or ill-timed Work shall be borne by the Contractor responsible, therefore. Any Contractor who is required to cut and patch its new Work to provide conditions for other contractors to complete their new Work and who was not given adequate prior notice of the conditions required for completion of such Work before doing its Work, shall charge the Contractor in default the documented cost of the cutting and patching Work plus 15% for overhead and profit unless otherwise specified.

§ 3.14.5 Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guarantee or warranty on existing Work left in place or guarantee or warranty required for his new Work. Patching of Work shall match existing adjacent surfaces and patch work shall be disguised completely to hide any trace of patching.

§ 3.14.6 Refer to Contract (General and other conditions) Section 01 7329 Cutting and Patching for more information.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Each Prime Contractor is solely responsible for clean-up to the Construction Manager's and Owner's satisfaction. Further, each Contractor shall fully cooperate with all other Contractors in the coordinated effort to meet the Owner's time and quality requirements for clean-up.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

§ 3.18.3 In any and all Claims against the Owner, Construction Manager, or the Architect or their agents or employees by third parties, the indemnification obligation under § 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractors.

§ 3.18.4 Contractor shall comply with, and cooperate with, Construction Manager, Architect and Owner in complying with legal requirements. Among other things, Contractor shall be responsible for performing corrective Work within any abatement periods prescribed by governmental entities including but not limited to OSHA, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Construction Manager, Architect or Owner to fully protect the rights and interests of Owner, Construction Manager, and Architect with respect to possible, threatened or pending proceedings or orders.

§ 3.19 Contractor's Responsibilities

§ 3.19 Contractor agrees, in addition to all other responsibilities and duties under the Contract:

§ 3.19.1 To use all necessary means to discover and to notify the Construction Manager, Architect and Owner in writing of any defect in other Work upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Contractor should proceed with the Work, Contractor shall be considered to have accepted and be responsible for such other Work unless over Contractor's written objection, Contractor shall have proceeded pursuant to written instructions from the Architect.

§ 3.19.2 To submit to Owner, Construction Manager, and Architect promptly upon request, information with respect to the names, responsibilities and titles of the principal members of Contractor's staff.

§ 3.19.3 To take all steps necessary to avoid labor disputes; and to be responsible for any delays and damages to Owner caused by such disputes.

§ 3.19.4 To pay for costs of repair to other Work attributable, in whole or in part, to the fault or negligence of Contractor and Owner's charges for removal of rubbish attributed to Contractor, and any clean-up related to Contractor or the Work, as determined by Owner or Construction Manager.

§ 3.19.5 To comply with all legal requirements; to appear at hearings, proceedings or in court in respect of such compliance or in respect of violations or claimed violations of legal requirements; to pay any fines or penalties imposed for said violations; and to pay all legal fees, fines and penalties incurred by or imposed upon Owner relating to Contractor's compliance, violations or claimed violations. Without limiting the foregoing, Contractor shall appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

§ 3.19.6 Not to display on or about the Project site any sign, trademark or other advertisement without written consent of the Owner.

§ 3.19.7 Each Contractor's Subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the Subcontractor or supplier were the Contractor. Contractor shall cause Subcontractors and suppliers to comply with all the Contract Documents. Contractor shall be responsible for all the acts, work, material and equipment of its Subcontractors and supplier and all persons either directly or indirectly employed by any of them.

§ 3.19.8 To:

- .1 Furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision, and superintendence of the Work;

- .2 Organize the procurement of all materials and equipment so that they will be available at the time needed for the Work;
- .3 Keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- .4 Maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of the Owner;
- .5 Enforce discipline and order and not to employ at the Project any unfit person or anyone not skilled in the task assigned; and
- .6 Provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

§ 3.19.9 That if any Work is performed which is contrary to legal requirements, to promptly make all changes as required and take all other corrective action to comply therewith and pay all costs arising there from.

§ 3.19.10 That any review or consideration by Owner, Construction Manager, or Architect of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its general adequacy for the Work and shall not be an approval for the use thereof by Contractor in violation of any patent or other rights of any third person. Owner and Architect shall in no event be deemed to have reviewed or to have been required to review or consider the means and methods of construction, all of which are chosen exclusively by the Contractor.

§ 3.19.11 That if any provision of the Contract Documents conflicts with any agreement among members of trade associations, or with a union or labor council which regulates the work to be performed by a particular trade, to reconcile such conflict without delay or damage to Owner. In the event the progress of the Work is delayed by such conflict, Architect may require that other material or equipment of equal or better kind and quality be provided at no additional cost to Owner. This right of substitution shall not limit other rights that the Owner may have concerning such delay.

§ 3.19.12 In accordance with local or NY State Laws and Regulations, the Contractor, including any of its employees, subcontractors, suppliers or materialmen or other representatives, shall not use tobacco in any form on the premises during the course of the Work. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

§ 3.19.13 The Contractor shall provide reasonable and visible identification for each employee, Subcontractor, or other person at the Project site, and shall, upon request of the Owner, make available a list of names of those employees, Subcontractors or others working under the direction of the Contractor at the Project site. Any such identification shall be reasonably visible to the Construction Manager, Architect and to Owner's or Tenants' personnel at all times to allow the Owner to maintain the safety and security of buildings, property, and persons at the Project site. Contractors failing to abide by this requirement are different from those as indicated.

§ 3.19.14 The Contractor, its employees and Subcontractors and their employees shall be subject to and abide by rules and regulations established by the Owner. No weapons of any kind shall be permitted on-site; there shall be no harassment of a sexual, ethnic, or religious nature; there shall be no use of profanity.

§ 3.20 Local Conditions, Existing Features and Underground Data

§ 3.20.1 The Contractor acknowledges it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with the available information concerning these conditions will not relieve it from the responsibility of successfully performing work. See Section § 1.2.2.1.

§ 3.20.2 The location of existing features shown on plans is intended for general information only. The Contractor is solely responsible for accurate determination of the location of all structures and shall not be entitled to any extra payment due to any unforeseen difficulties or distances encountered in the Work.

§3.20.3 The locations, depths, and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. To the extent permitted by law, the Contractor shall make no claim against the Owner or Architect or the Construction Manager with respect to the accuracy or completeness of such information if erroneous, or if the conditions found at the time of construction.

§ 3.21 Construction Stresses

§ 3.21.1 The Contractor shall be solely responsible for the load conditions created during construction. The Contractor shall be responsible for repairing any structure which is dislocated, over strained, or damaged during construction.

§ 3.21.2 The Contractor is responsible for restoration and/or repair of utilities, property, buildings, pavement, walkways, roads, etc. damaged by its activities.

§ 3.22 Training and Instructions

§ 3.22.1 Upon Substantial Completion of the Work, the Contractor shall orient and instruct the Owner's designated personnel in the operation and maintenance of all equipment furnished by the Contractor and shall turn over all pertinent literature and operational manuals relating to the equipment. The format for organizing, binding, and delivering such manuals shall be as described in the Specifications.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

§ 4.1.4 If the employment of the Architect or Construction Manager is terminated, the Owner shall employ a successor Architect or Construction Manager.

§ 4.1.5 The Architect shall be deemed a third-party beneficiary of the Contract and the General Conditions of the Construction Contract. As such, where Architect incurs additional costs as a result of actions of the Contractor or any of its Subcontractors and Architect is not entitled to compensations for such costs by Owner as Additional Services, such additional cost shall be paid by the Contractor directly to the Architect as Architect's current rates.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of

the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

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

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

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

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

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

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

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

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be

taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

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

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

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

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

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

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

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

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

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

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

in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.1.1 Construction Change Directive: Architect may issue a document, on AIA Form G714, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Document shall describe the changes in the Work and designates method of determining any change in Contract Sum or Contract Time.

1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract time.
2. Promptly execute the change.

§ 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.

§ 7.1.2.1 Proposal Request: Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Contractor shall prepare and submit a fixed price quotation within 7 calendar days of receipt of such documents.

§ 7.1.2.2 Submit to the Construction Manager, the Name of the Individual Authorized to receive change documents and who will be responsible for informing others in contractor's employ or subcontractors of changes to the Contract Documents.

§ 7.1.2.3 Contractor may propose a change by submitting a request for change to the Construction Manager, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract time with full documentation and a statement describing the effect on Work by separate or other contractors. The Construction Manager Shall Submit to the Architect for review.

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

§ 7.1.4 Changes in the Work involving additional Work or deletion of Work whether or not resulting in an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Construction Manager the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor and equipment.

§ 7.1.4.1 Overhead and profit as described in § 7.1.7 and § 7.1.7.1 may be added to the cost of a Claim for additional Work *only* when the source of monies for such additional Work is not an Allowance included in the Contract Sum or any other monies for Work included in the Contract Sum.

§ 7.1.4.2 Changes in the Work whether or not involving additions or deductions from the Contract Sum shall not be made until an appropriate Change Order or Change Directive have been issued.

§ 7.1.4.3 ALL CHANGE ORDERS MUST HAVE THE APPROVAL OF THE OWNER AND ARCHITECT IN WRITING.

§ 7.1.5 Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

- .1** Cost of materials delivered to the job site for incorporation into the contract work.
- .2** Wage paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
- .3** Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates. (Not to be included in calculation of overhead and profit.)
- .4** Sales taxes as required by law.
- .5** Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Architect. The rate on self-owned equipment used for periods of under 1 week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by 8 hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45 percent of the published monthly rate. In the alternative, the Architect may approve the reimbursement of a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor and as approved by the Architect, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

§ 7.1.6 Overhead shall include insurance other than those incidental to labor mentioned above, premiums on bonds required by the Contractor, Contractor's Supervisory employees, office management, home and field office expenses, transportation costs and both manual and power small tools and manual and power small equipment.

§ 7.1.6.1 For Work done by the Prime Contractor's own forces, mark-up for combined overhead and profit on materials and on cost of labor shall not exceed 15%.

- .1** Work authorized under Article §3.8 Allowances are not subject to overhead and profit.

§ 7.1.6.2 For Work done by the Subcontractors, mark-up of costs as defined herein by Subcontractor's for combined overhead and profit on materials and on cost of labor shall not exceed 10%.

- .1** To this amount, 5% may be added for the Prime Contractor's combined overhead and profit.
- .2** Work authorized under Article §3.8 Allowances are not subject to overhead and profit.

§ 7.1.7 To facilitate reviewing quotations for either extra charges or deductions, all proposals shall be accompanied by a complete itemization of costs including labor, materials, subcontracts, and if allowed, mark-ups for overhead and profit. Subcontracts shall be similarly itemized. In no case will a change involving over \$1,000.00 be approved without itemization.

§ 7.1.7.1 If requested, the Contractor shall submit detailed quotations from material suppliers.

§ 7.1.8 Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Architect to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two (2) following Sections:

§ 7.1.8.1 If the Work is done directly by the Contractor, overhead and profit in the amount of 15% may be added to the cost proposal. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in the paragraph. Overhead and profit percentages are not to be applied to the premium portion of overtime pay.

§ 7.1.8.2 If the Work is done by a subcontractor, subcontractor's overhead and profit in the amount of 10% may be added to the cost of labor and materials. To this amount, there may be added 5 percent for the Contractor's combined overhead and profit. Overhead and profit percentages are not to be applied to the premium portion of overtime pay.

§ 7.1.9 Whenever the cost of any Work is to be determined pursuant to § 7.1.1 thru § 7.1.8, Contractor will submit in form acceptable to the Construction Manager and Architect an itemized cost breakdown together with supporting data.

§ 7.1.9.1 In computing the value of a change order which involves additions and deductions of work and the added work exceed the omitted work, overhead and profit shall be computed on the amount by which the cost of additional labor and materials exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined in accordance with § 7.1.5.

§ 7.1.9.2 In computing the value of a change order which involves deductions and additions and the Work omitted exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of work.

§ 7.1.9.3 The Contractor may retain overhead and profit on a change order which involves deductions only, except that no overhead and profit shall be considered on value of Work."

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner, Contractor, 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. Lump sum adjustment shall be substantiated by submitting evidence of actual costs to the Construction Manager and Architect for 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
- .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 allowance for overhead and profit in accordance with § 7.1.8, § 7.1.8.1, § 7.1.8.2, § 7.1.9, § 7.1.9.1, § 7.1.9.2, § 7.1.9.3, and when permitted by § 7.1.6 and § 7.1.6.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of manual and small power tools and manual and small power equipment, whether rented from the Contractor or others;
- .4 Costs of permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of consumable supplies.

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

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

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

§ 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.

(Paragraph deleted)

§ 7.4 Minor Changes in the Work

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

§ 7.5 Unit Prices

§ 7.5.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of § 7.1.1.1 through § 7.5.1.4 inclusive).

§ 7.5.1.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Architect in accordance with § 7.5.4.

§ 7.5.1.2 Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

§ 7.5.1.3 Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

§ 7.5.1.4 Construction Manager will determine the actual quantities and classifications of unit price work performed by Contractor. Construction Manager and Architect will review with the Contractor, Architect's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Architect's written decisions thereon will be final and binding upon Construction Manager, Owner and Contractor unless, within 10 days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Architect written notice of intention to appeal from such a decision.

§ 7.6 Alternates

§ 7.6.1 Where the Work involved is covered by Alternate contained in the Contract Documents, the Owner shall have the right of selection in respect to any or all of the Alternates as Bid. The Contractor shall provide the Owner thirty (30) days' written notice when the doing said work of an Alternate impacts the new Work or the removal of materials/products already installed or the acceptance of the Alternate will increase the Contractor's Contract amount.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

§ 8.2.1 **TIME IS OF THE ESSENCE IN THE COMMENCEMENT, EXECUTION AND CONSTRUCTION OF THE WORK.** Contractor shall be responsible for all direct and consequential damages to Owner, Construction Manager, and Architect arising from any delay of Contractor, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.1.1 Contractor shall cooperate with the Owner, Construction Manager, Architect and other Contractors on the Project, making every reasonable effort to reduce the contract time.

§ 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.

§ 8.2.2.1 Contractor shall not commence Work on the site until two copies of all insurance policies as indicated in Article 11, attesting that the required coverage is in force, have been accepted by the Owner.

§ 8.2.3 Contractor shall do all things necessary to ensure the prosecution of the Work in accordance with any one or more of the following as determined by the Construction Manager and the Owner, in their discretion:

- .1 Project schedules and revisions thereof;
- .2 The time requirements for various portions of Work;
- .3 The requirements of the Project including, but not limited to, coordination requirements as may from time to time be known to Contractor;
- .4 Schedules of the Work provided by Contractor to Construction Manager upon the Owner's request.

§ 8.2.4 If the Contractor does not achieve Substantial Completion within the Contract Time established in the Agreement between the Owner and the Contractor, or in a subsequent Change Order, the Contractor shall be liable to the Owner, in addition to any actual or consequential damages, for the costs of reimbursements to the Owner's Agents including, but not limited to, the Construction Manager and Architect for their services attributable to this delay.

§ 8.2.5 Should the progress of the Work and/or other Work be delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Owner, Construction Manager, or Architect or for which Owner, Construction Manager, or Architect may become liable, Contractor shall hold Owner, Construction Manager, and Architect harmless from and indemnify Owner, Construction Manager, and Architect against all such additional cost, expense liability or damage in accordance with the provisions of Article 11.

§ 8.2.6 The Work shall be performed during designated working hours, except that in the event of emergency or when necessary to perform the Work in accordance with the requirements of § 8.2, Work shall be performed at Contractor's cost and expense on other shifts, overtime, Saturdays, Sundays, Holidays and at other times, if permission to do so has been obtained in writing from Owner. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers, Contractor shall work such overtime, at Contractor's cost and expense as aforesaid, as Construction Manager shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work and of the Project. The failure by Construction Manager to direct Contractor to engage in such overtime shall not relieve Contractor of the consequences of its delay.

§ 8.2.7 Unless otherwise noted, the date of commencement of the Work is the date established in the Agreement. Contractor shall organize construction schedules as specified in § 3.10, Contractor's Construction Schedules. The commencement date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

§ 8.2.8 The Construction Manager may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for Work performed outside of designated working hours, except as approved by Owner. Provided that Contractor is not in default under the Contract, and Owner has issued the aforesaid authorization, there shall be added to the Contract Sum as actual out-of-pocket amount equal to:

- .1 Additional premiums on wages actually paid, at rates that have been accepted by Construction Manager and Architect
- .2 Taxes imposed by law on such additional wages;
- .3 Premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

Written authorization for overtime work that exceeds \$500.00 for which Contractor intends to charge the Owner in any one week shall be invalid unless confirmed in writing by the Owner, it being understood that Owner's Designated Representative shall not have authority to authorize such overtime which exceeds \$500.00 in any one week.

§ 8.2.9 In no case shall the contractor delay the progress of the Work or any part thereof on account of changes in the Work or disputes caused by proposed or ordered changes in the Work or any disputes or dis-agreements as to the equitable value of such changes.

§ 8.2.10 Contractor and Contractor's Surety shall be strictly accountable for completion as a condition to satisfactorily contractual performance.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner, Construction Manager, or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God

or similar catastrophe; by Governmental restrictions with respect to materials or labor, or by an industry-wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no Claim for extension of time on account of delay shall be allowed unless a Claim in writing therefore is presented to Construction Manager with reasonable diligence but in any event not later than fifteen (15) days after the commencement of such claimed delay. Except for the causes specifically listed above in this sub-section, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any Claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the aforescribed causes, and agrees that the sole right and remedy therefore shall be extension of time, provided the requisite condition as to written Claim has been met.

§ 8.3.2 If Contractor claims an increase in the Contract Sum or an extension in the completion time required by reason of a change in the Work, Contractor shall give Construction Manager and Architect written notice within fifteen (15) days after Contractor's knowledge of the occurrence of the matter giving rise to such Claim. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with § 10.3. No such Claim will be valid unless notice is given as required in this section. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

§ 8.3.2.1 Extension of time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. These efforts shall be documented by the Contractor and submitted to the Architect.

§ 8.3.2.2 An extension, or extensions, of time may be granted subject to the provisions of this article, but only after written application therefore by the contractor in accordance with Article 15.

§ 8.3.2.3 An extension of time shall be only for the number of days of delay that the Construction Manager 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 Construction Manager.

§ 8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner, Construction Manager, and Architect that the delay claimed by Contractor is to a portion of the Work on the critical path of the work schedule.

§ 8.3.4 Under no circumstances will Contractor look to or make a Claim against Owner, Construction Manager, or Architect for the consequences of any delay resulting from directions given or not given by Construction Manager including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

§ 8.3.5 When the Contract Time has been extended, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.4 Damages for Delay

§ 8.4.1 Architectural Changes for Delay in Completion. If the entire work is not fully completed within the maximum allowable time for completion specified in the agreement, including any extensions granted thereto, architectural charges incurred by the Owner, from the completion date thus established to the actual final Date of Substantial Completion of the work, shall be charges to the Contractor for failing to complete its work by the stipulated date and be deducted from the final monies due the Contractor. Such charges shall be determined at the rate of \$750.00 per day per man for each and every man and day that the Architect and Construction Manager needs to furnish project management or an on-site Construction Manager Representative.

§ 8.4.2 Liquidated Damages for Delay in Completion. Failure to complete the work within the maximum allowable time for completion specified in the Agreement and/or the Milestone Schedule, including any extensions granted thereto, or failure to meet an intermediate milestone date as established by the Milestone Schedule, shall entitle the

Owner to deduct from monies due to the Contractor, or to otherwise charge the Contractor, as liquidated damages the amount per calendar day of One Thousand Dollars (\$1,000.00) for each calendar day beyond such maximum allowable time in the completion of the work. Such amount of liquidated damages shall be in addition to the \$750 per day charges for delay described in Paragraph 8.4.1.

The absence of a liquidated damage amount and/or other criteria concerning same shall not preclude the Owner from exercising its rights. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 8 shall not exclude recovery by Owner for damages (including but not limited to fees and charges of Engineers, Architects, Construction Manager, Attorneys and other professionals and court and litigation costs) for delay by the Contractor.

§ 8.4.3 No Damage for Delay. Each Prime Contractor agrees to make no claims for delay in the performance of this Contract occasioned by an act or omission, or act of the Owner of any of its representatives and agrees that such a claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.1 Submit a printed schedule on AIA form G703 – Application and Certificate for Payment Continuation Sheet. Submit in duplicate to the Architect within 15 days after date of Owner-Contractor Agreement.

§ 9.2.2 Format: Utilize the Table of Contents of the Project Manual. Identify each line item with number and title of the Specification Section for each Project site. Provide breakdown of both labor and materials.

§ 9.2.3 Include within each line item a direct proportional amount of contractor's overhead and profit.

§ 9.2.4 Line item for Record Drawings which are to be turned over to the Owner at the end of the Project shall not be less than 0.15 percent of the Contract price.

§ 9.2.5 Schedule of Contract Values

- .1** The list of items shall include all items included in all Divisions and Sections of the specifications and shall be shown as separate line items.
- .2** The following items shall also be listed separately as line items (with their respective values):
 - Bond and Project Insurance.
 - Mobilization and Demobilization.
 - Superintendence.
 - Training, Operations and Maintenance Manual, Construction Record Documents.
 - Each Allowance associated with the Contract.

- Each Alternate accepted.
 - Each Change Directive as it is issued; to be listed below the associated allowance.
 - Each Change Order as it is issued.
 - Warranties.
 - Records Drawings.
 - Temporary Facilities.
 - Cleaning.
 - Submittals.
 - Items to be Completed List.
- .3** Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be presented monthly with the Application for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Applications for payment shall be made monthly on the current AIA Form G732-2019 Application and Certificate for Payment and G703 Continuation Sheet for operations completed in accordance with the Approved Schedule of Values. Applications shall be based on the contract prices of labor and materials incorporated into the Work and of materials suitably stored and secured up to the last day of the previous month, less retainage and less the aggregate of previous payments. Change orders when approved shall be listed at the bottom of the last sheet of the payment application.

§ 9.3.1.1 At least twenty (20) days prior to date established for each progress payment, each Contractor shall submit to the Construction Manager for its review, a preliminary pencil copy of an itemized Application for Payment completed in accordance with the approved Schedule(s) of Values.

§ 9.3.1.2 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives but not included in Change Orders. Such items, if anticipated to be paid from an Allowance, shall be listed under that associated Allowance.

§ 9.3.1.3 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

§ 9.3.1.4 All supporting data requested by the Construction Manager and Architect from Subcontractors and material suppliers necessary to substantiate the Contractor's right to payment shall be furnished by the Contractor.

§ 9.3.1.5 Until the Contract-scheduled date of Substantial Completion (including authorized adjustment), the Owner shall pay 95% of the amount due the Contractor on account of progress payments, less an amount equal to 250% of the amount of any Claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.

- .1** Retainage resulting from § 9.3.1.5 shall be 5% plus an amount equal to 200% of the amount of any Claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.
- .2** At Substantial Completion, when satisfied with the progress of the Work, the Owner, with Consent of Surety, may adjust the amount retained from previous progress payments in accordance with § 9.8.3.
- .3** The full retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and the Architect, if the Surety withholds his consent or for other good and sufficient reasons.

§ 9.3.1.6 Each Contractor shall submit three (3) final copies of their Application for Payment, incorporating those revisions noted on the pencil copies, to the Construction Manager within two (2) days after being notified that the draft copy, with revisions, is acceptable.

§ 9.3.1.7 The final copies of each Application for Payment (AIA Form G732-2019) shall be signed by an officer of the Contractor whose signature shall be notarized in the space provided.

§ 9.3.1.8 Applications shall be based on the completed Work as described above less retainage, and less the aggregate of previous payments. Change Orders when approved shall be listed at the bottom of the last sheet of the payment application.

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

§ 9.3.2.1 Procedures required by Owner shall include, but are not necessarily limited to, submission by the Contractor to the Construction Manager and Architect of bills of sale and bills of lading for such materials and equipment, provision of opportunity for the Construction Manager's and Architect's visual verification that such materials and equipment are in face in storage; and, if stored off-site, submission by the contractor of verification that such materials and equipment are stored in a bonded warehouse.

§ 9.3.2.2 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, and upon which partial payments have been made, shall become the property of the Owner. The care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including property storage and maintenance of insurance coverage against theft, damage and fire on a replacement cost basis without voluntary deductible.

§ 9.3.2.3 Stored Materials

- .1 If the Contractor intends to request payment for materials stored on the site in accordance with the provisions of the Contract Documents, he must identify same on the current Contractor's Application for Payment form. The value of **previous** months' "stored materials" shall be included in the "Work Completed" column of the current application.
- .2 The relationship of labor and materials as indicated on the Payment Application shall be the basis for establishing the rate of payment for the transfer of material stored to materials installed.
- .3 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made, shall become the property of the Owner.
- .4 Payment for stored materials shall be in the amount of 95% of the value of stored materials less 5% retainage.

§ 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 shall keep the Owner and the Owner's property (including funds for payment under the Project) free from all liens, legal or equitable, arising out of Contractor's Work hereunder. If any such lien is filed with the Owner by anyone claiming by, through or under the Contractor, the Contractor shall discharge the lien within 10 days of the filing thereof. The Contractor further expressly agrees to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against the Owner as a result of liens filed against payments due the Contractor or the Work, the site of any of the Work, the Project site and any improvements thereon or any portion of the property of the Owner. The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or Claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings. The Owner agrees to release any payments with as a result of a duly filed lien, upon compliance by the Contractor with the applicable discharge or vacatur provisions of the Lien Law.

§ 9.3.4 The Contractor and all of its subcontractors shall submit to the Owner, within thirty (30) days after issuance of their first certified payroll and every thirty (30) days thereafter, a transcript of the original certified payroll record, as provided by the Labor Law, subscribed, and affirmed as true under the penalties of perjury for the Contractor and all its Subcontractors. Failure to do so shall be cause for the Owner to withhold payment until such records are received.

§ 9.3.5 When the Construction Manager or Architects requires substantiating information, submit data justifying dollar amount in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description."

§ 9.3.6 The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the project site, and any improvements thereon, payments due the Contractor or any portion of the property of any of the Owners (referred to collectively as liens in §9.3.3). The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.7 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in the maximum amount prescribed by law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this § 9.3, including, without limitation, the duty to defend and indemnify the Indemnities. 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.

§ 9.3.8 The Contractor agrees to waive any right which it may have to assert a mechanic's or other lien against the Project site and any improvements thereon, including, without limit, the Work itself. Furthermore, the Contractor will cause a similar provision, waiving any right to a mechanic's or other lien against the property, to be included in all of its subcontracts, any subcontracts, and all contracts with material suppliers. Upon execution of the Agreement, the Contractor shall also execute the waiver of lien attached to the Agreement and made a part thereof as an Exhibit.

§ 9.4 Certificates for Payment

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

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within 30 days after receipt, and shall so notify the Construction Manager and Architect.

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

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

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

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

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

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

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

§ 9.6.9 Upon Substantial Completion of the entire Work, the Contractor shall submit a requisition for the "contract balance". The Owner shall pay the remaining amount less the greater value of a lump sum of \$10,000 OR the sum of two- and one-half times the value of any items to be completed plus an amount necessary to satisfy any outstanding Claims, liens, or judgments against the Contractor. Until all remaining items of Work are satisfactory completed or corrected, the Owner may hold all retainage, including monies for all "uncompleted" items, until all items are completed, and closeout submittals are complete.

§ 9.6.9.1 Contractors' requests for discontinuance of retainages shall be accompanied by a properly executed copy of the "Consent of Surety to Reduction in or Partial Release of Retainage", AIA Document G707A.

§ 9.6.10 Retainage

§ 9.6.10.1 Applications for Payment shall include a retainage amount of not less than five percent (5%) of the value of the completed work. Reduction of retainage shall only be approved upon completion of the Work and when authorized by the Owner in writing.

§ 9.7 Failure of Payment

If the Construction Manager and Architect fail persistently to issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner fails persistently to pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect, then the Contractor may, upon thirty additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

§ 9.8.3.1 No partial payments will be made after the time fixed for the completion of the Work or the time to which completion may be extended under the terms of the Contract, until the full and final completion and acceptance of all Work herein agreed upon.

§ 9.8.3.2 Where project includes heating and/or air conditioning or other systems that are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. The retained amount shall approximate 5% of the cost of the systems as determined by the cost breakdown submitted.

§ 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 or this Agreement.

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

§ 9.8.6 If the Architect and/or the Construction Manager are required to inspect the Work more than two (2) times prior to certifying the Work as being substantially complete on account of the discovery of one or more items that are not sufficiently complete, the Contractor shall be liable to the Owner for the amount of any costs, additional fees or compensation due from or paid by the Owner to the Architect and/or the Construction Manager for the additional inspections.

§ 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. The Contractor will provide the Owner and Construction Manager with photographs documenting the condition of the space to be occupied. The photographs must be dated and supplied within three (3) business days of the inspection. Any subsequent damage to the space which cannot be confirmed by the Contractor's photographs (as occurring as a result of the Owner's occupancy) will be repaired by the Contractor at no additional cost to the Owner.

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12 shall be set by the Architect at its discretion.

§ 9.10.1.2 If the Architect and Construction Manager are required to perform additional inspections subsequent to the "final inspection" because the Work fails to comply with the requirements of the Contract, the amount of compensation paid to the Architect and Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 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.
 - (a) 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 In addition to the submittals requested in § 9.10.2 above, the Contractor shall submit releases or waivers of liens from each Subcontractor, material supplier, and others with lien rights against the property of the Owner and shall submit a list of such parties.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 Costs, loss or damages sustained, either prior to or subsequent to such payment, as a result of any breach of the Contract, or any wrongful act or omission of the Contractor or any Subcontractor.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.1.1 Contractor is fully responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and the Work site consistent with applicable laws and regulations, and generally accepted standards in the construction industry. Contractor acknowledges and agrees that it is fully responsible for the supervision and control of the Work and of Contractor's employees, subcontractors and/or suppliers, (and any party employed directly or indirectly by any of them, or for whom any of them are legally responsible) and the means, methods and manner in which the Work is performed.

§ 10.1.2 Contractor specifically agrees to provide all necessary equipment, give all required notices, perform all required tests, and to employ all necessary safety measures and procedures to protect its employees, agents, subcontractors, and all other persons at the Project site from any hazards created directly or indirectly by Contractor's operation or performance of the Work, and any hazards which are not created by Contractor's operations or performance of the Work to which such parties are exposed at the Project site as a result of Contractor's operations or performance of the Work. In the event that equipment or safety devices are required, Contractor agrees that it will obtain such equipment or safety devices and employ same at its sole expense, and will strictly adhere to all provisions of the Occupational Safety and Health Act, as well as any State statutes, codes, rules and regulations pertaining to the safety or property as may be deemed applicable to the Contractor's work or the work of any person or party directly or indirectly employed by Contractor or for whom contractor is responsible. Contractor agrees that it shall be Contractor's sole responsibility to ensure that each of its employees, subcontractors and suppliers are also fully aware and in compliance with all such statutes, codes, rules and regulations at all times.

§ 10.1.3 From the commencement until the acceptance of the Work, Contractor shall be solely responsible for the care of the Work covered by the Contract and for the materials, supplies and equipment delivered at the Site intended to be used in the Work, and all injury or damage to the same from whatever cause shall be made good at this expense before the final payment is made. Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in the Work, all work in progress, and all completed work. Contractor shall take all necessary precautions to prevent injury or damage to the Work by flood, fire freezing or from inclemencies of the weather.

§ 10.1.4 Not by way of limitation of the foregoing, at the end of each workday, Contractor shall secure all power tools and other potentially dangerous tools and equipment and shall remove means of access to areas of the Work site, so as to further protect the safety of occupants of the premises during such off-work hours.

§ 10.1.5 Contractor's obligations under this section are not dependent upon any question of negligence on its part or on the part of its officers, agents, servants or employees, and neither the approval by the Architect or the Owner to Architect to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Architect or the Owner to direct Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor from his obligations hereunder in case of any such injury to person or damage to property. The provisions of this section are intended for the sole benefit and protection of the Owner and shall not create any cause of action in favor of any person, corporation entity, other than the Owner.

§ 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 acknowledges that certain applicable laws, including, but not limited to, Sections 240 and 241 of New York State Labor Law, may impose liability on the Owner for injuries to persons employed by the

Contractor or by its Subcontractors or Sub-subcontractors. As between the Owner and the Contractor (or any of the Contractor's Subcontractors or Sub-subcontractors or any persons for which any of them shall be responsible), the Contractor shall be solely responsible for compliance with all such laws to the extent they pertain to the safety or protection of persons on the Project site or performing the Work. Any claim, charge, penalty or cause of action arising out of or on account of any such law shall be subject to Section 3.18.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

Injury or Damage to Person or Property. If the Contractor suffers injury or damage to persons or property because of an act or omission of the Owner or of any of the Owner's employees or agents or any others for whose acts the Owner is legally responsible, the Contractor shall give written notice thereof to the Owner and the Architect within a reasonable time not exceeding 2 days after first observance. The notice shall provide sufficient detail to enable to Owner to investigate the matter. If a Claim for additional cost or additional time is related to this Claim, it shall be made in accordance with the provisions of Article 15.

§ 10.2.9 Restoration. If during the construction, public or private property is damaged or destroyed as a result of its Work, the Contractor responsible shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by cleaning up, repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.

§ 10.2.10 OSHA. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any Work under this Contract will fully comply with the provisions of the Federal Occupational Safety and Health Act (OSHA) of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal Working hours. The duty of the Construction Manager, Architect to conduct construction review of the Contractor's or its Subcontractor's performance is not intended to include review of the adequacy of the Contractor's or its Subcontractor's safety measures in, on or near the construction site or buildings.

§ 10.2.11 Welding:

- .1 All welding shall be done in accordance with the American Welding Society Code for Arch Welding Society, certified for current year.

- .2 When cutting or welding is to be done, the Owner **MUST** be notified prior to start. In addition, the Contractor for the Work shall provide a **fire guard** with proper fire extinguisher for duration of cutting and welding work.
- .3 A welding curtain is to be installed around area where welding or cutting is to be done. No welding machines will be tied into electric panels without express permission from the Owner. Portable gasoline driven generators may **not** be used without the expressed permission of the Owner.
- .4 Obtain Owner's permission for each location in existing building where welding is required. Owner's stipulated requirements shall be adhered to.

§ 10.2.12 Open Burning. Open burning on the site is prohibited. All possible precautions shall be taken to prevent fires.

§ 10.2.13 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work from damage by any cause.

§ 10.2.14 The Contractor shall promptly report, in writing, to the Construction Manager, Architect and the Owner all accidents arising out of or in connection with the Work that causes property damage, personal injury or death, giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the above parties."

§ 10.2.15 The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

§ 10.3 Hazardous Materials

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

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

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

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

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

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

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting life, the Work, or the Owner or Owner's property, Contractor, without special instructions or authorization from Construction Manager or Architect, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Construction Manager, Architect and Owner as soon as is practicable, but not later than 2 days following the occurrence.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required occurrence-based insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company or better insurer and to which the Owner has no reasonable objection and is licensed and admitted to conduct business and to issue insurance in New York State. Notwithstanding any terms, conditions, or provisions, in any other written agreement between parties, the Contractor hereby agrees to effectuation the Owner, the Architect and Architect's consultants, and the Construction Manager and Construction Manager's consultants, and along with their respective officers, products and employees shall be named as additional insureds on the Contractor's insurance policies for ongoing operations, products and completed operations, with the exception of NYS Workers' Compensation and NYS Disability Insurance. .

§ 11.1.1.1 The policy naming the Owner, the Architect, and the Construction Manager as Additional Insured shall:

1. State the organization's coverage shall be primary and non-contributory coverage for the Owner, Construction Manager and Architect, its Board, officers, employees, subconsultants, and volunteers including a waiver of subrogation in favor of the Owner, Architect and Construction Manager for all coverages including NYS Workers' Compensation.
2. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operation (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess Coverages.
3. The Certificate of Insurance must describe all services being provided by the Contractor that are covered by the liability insurance policies. (For example – site work, carpentry, roofing, plumbing, electrical, etc.).
 1. At the Owner's request, the Contractor is to provide a copy of the declaration page of the liability and umbrella/excess liability policies with a list of endorsements and forms.
 2. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.
 3. Policies containing escape clauses or exclusions contrary to the Owner's interests **will not** be accepted.
 4. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificate of insurance. For any "yes" answers to Items G through L on this Form, additional details must be provided in writing. Policy exclusions may or may not be accepted by the Owner.
 5. The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions.

§ 11.1.1.2 Within the time period set by the Owner after award of the Contract, and before the effective date of the Agreement, the Contractor shall cause the authorized representative of the insurance company to completely fill out and execute the Certificate of Insurance form which is bound with the Agreement section of the Contract Documents, such instrument certifying the kinds and amounts of insurance being issued, including statement that coverage provided under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner. The Contractor shall also furnish the Owner one (1) duplicate of the original policy covering each kind of insurance issued. Each subcontractor shall follow the identical procedure, and it shall not commence work until the Certificate of Insurance, including any requested duplicate policies, has been submitted to and approved by the Owner. The Contractor shall furnish to the Owner insurance certificates for all subcontractors with the amount of insurance as required herein. Contractor shall include New York Construction Certificate of Liability Insurance Addendum – Accord Form 855 with the Certificate of Insurance as described above.

§ 11.1.1.3 All claims against the Contractor or its subcontractors, arising from the performance of the work or conditions incidental thereto, must be investigated immediately by the insurance company furnishing the applicable coverage. The Contractor shall require the insurance company to furnish, to the Owner, Architect and Construction Manager, written reports following the investigation and the disposition of each claim or demand by the Owner; a status report shall be provided to the Owner, Architect and Construction Manager on all claims more than two months outstanding.

§ 11.1.1.4 All insurance coverage furnished by subcontractors shall remain in force until their work has been completed and the subcontractor does not intend to gain further access to the site, and the Contractor has released said subcontractor from further liability associated therewith. All liability insurance furnished by the Contractor shall remain in force during the time intervals defined Article 8 – Time in General Conditions of the Contract for Construction. All property insurance furnished by Contractor shall remain in force until Owner approves Architect’s Certificate of Substantial Completion and has made final payment to Contractor.

§ 11.1.1.5 The Minimum Required Insurance required by the Contractor and their subcontractors:

- .1 **Worker’s Compensation and Employer’s Liability:** Statutory Workers’ Compensation (C105.2 or U26.3) for all employees. Proof of coverage must be on the specific form as described and required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable. A person seeking an exemption must file CE-200 Form (Certificate of Attestation of Exemption) with the New York State Workers’ Compensation Board.
- .2 **Non-Occupational Disability Benefits:** Statutory New York State Disability (DB-120.1) for all employees Proof of Coverage must be on the specific form as described and as required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable.
- .3 **Comprehensive General Liability** having limits of not less than:

General (except Products Complete & Operations)	\$1,000,000 per Occurrence/\$2,000,000 aggregate	
Products Completed & Operations Aggregate	\$2,000,000	
Personal and Advertising Aggregate	\$1,000,000	
Fire Damage	\$250,000	
Medical Expenses	\$10,000	

The general aggregate shall apply on a per-project basis.
- .4 **BODILY INJURY LIABILITY + PROPERTY DAMAGE LIABILITY** having limits of not less than the following:

Combined single limit (including Products and Completed Operations)	\$1,000,000.00 Each Occurrence	
	\$2,000,000.00 Aggregate	

for all damages arising during the life of the Contract, and shall include at least the following designated hazards:

 - a. Premises and Operations
 - b. Independent Contractors
 - c. Completed Operations, including products
 - d. Broad Form Property Damage, including "XCU" (explosion, collapse, and underground)

- e. Contractual Liability, covering indemnification assumed per requirements of Article 11 (AIA Document A232 -2019 General Conditions of the Contract for Construction, Construction Manager as advisor edition.
- f. Labor Law coverage is mandatory for all General Liability Policies.

Completed projects shall carry General Liability coverage for 2 years after Substantial Completion.

- .5 Pollution/Special Hazards Liability:** Provide coverage for legal liability and expense for damage to property or bodily injury and death with respect to the removal, disturbance, handling, and disposal of contaminated or hazardous materials under this contract by the Contractor and any entity employed directly or indirectly by the Contractor in accordance with Article 11.1.1.7. (NOTE: This coverage is required only for those contracts which contain work involving Asbestos Abatement Lead Hazard Control work, PCB Containing Material Removal, or Petroleum Remediation.) If included in Contractor’s Umbrella Policy, this shall be detailed in the Umbrella Policy Documents.

Combined single limit (including Products and Completed Operations)	\$2,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
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Such coverage shall include coverage for the Contractor’s Operations including, but not limited to removal, replacement, enclosure, encapsulation and/or disposal of asbestos, lead, PCBs, petroleum or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and related clean-up cost.

If the Contractor is utilizing motor vehicles for the transportation of hazardous materials, the Contractor shall maintain pollution liability broaden coverage (ISO Endorsement CA 9948 or CA 01 12), as well as prof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following the acceptance of Owner of the Certificate of Completion of hazardous materials work.

- .6 Comprehensive Automobile Liability** (including owned, hired, borrowed and non-owned motor vehicles), having limits of liability not less than \$1,000,000.00 combined single limit.

- .7 Umbrella/Excess Liability** (mandatory):

\$5,000,000 for Contracts under \$1,000,000.00 each occurrence and aggregate for construction and no work at an elevation less than 1 story or 10 feet.

\$10,000,000 for Contracts exceeding \$1,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

\$15,000,000 for Contracts exceeding \$10,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

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

Labor Law Coverage is mandatory for all Umbrella Liability Policies

- .8 Property Insurance (Builders Risk/Installation Floater):** To be provided (purchased and maintained) by the Owner.

The Owner will purchase and maintain Builders Risk Insurance to include the interest of the Owner, Contractor, Subcontractors and Sub-subcontractors jointly. The limit will reflect the total completed value (all material and labor costs) and will provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

Each Contractor, subcontractor and sub-subcontractor is responsible for all tools, equipment, materials, Work, etc., until the Owner is the only entity that has an insurable interest. Each Contractor shall provide insurance for theft as he may require for himself, his Subcontractors, and his employees' protection. The insurance coverage referred to in this subparagraph shall be in accordance with a standard Builder's Risk Policy used within New York State.

The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the Contractor, subcontractor or sub-subcontractor. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

.9 Owner's Protective Liability (OCP):

- a. **For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only: \$1,000,000 per occurrence, \$2,000,000 aggregate.**
- b. **For projects greater than \$1,000,000 and/or work over 1 story (10 feet): \$2,000,000 per occurrence, \$4,000,000 aggregate.**

The Owner's/Contractor's Protective Liability (OCP) must be provided by a New York State licensed and admitted carrier.

The Owner will be the Named Insured on OCP policies. Additional Insured on OCP policies will not be permitted.

.10 Testing Agency/Company Errors and Omission Insurance

For Testing or other Professional act of the Testing Agency/Company performed under the Contract with the Owner.	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
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.11 Per Project Aggregate: Provide full aggregate general liability limits of each project.

.12 Waiver of Subrogation: To the fullest extent permitted by state law, a waiver of subrogation clause shall be added to the general liability, auto, and workers' compensation policies in favor of the Owner, its officers, agents, or employees with respect to this project. The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

§ 11.1.1.6 The Contractor acknowledges that the failure of the Contractor to obtain the insurance required of this Article on behalf of the Owner constitutes a material breach of Contract and subjects the Contractor to liability for damages, indemnification, and all other legal remedies available to the Owner.

The Contractor is to provide the Owner with the certificate of insurance, evidencing Article 11's insurance requirements have been met prior to the commencement of the work. The failure of the Owner to object to the contents of the certificate of the absence of the certificate shall not be deemed a waiver of any rights held by the Owner.

§ 11.1.1.7 The Contractor is advised that the Contractor's subcontractors are subject to the same terms and conditions for the insurance requirements as outlined herein. Each Contractor shall submit to the Owner copies of their subcontractor's insurance certificate(s) showing compliance with the insurance requirements prior to the start of any work by their subcontractor.

In the event, the Contractor fails to obtain the required certificates of insurance from their subcontractor and a claim is made or suffered, the Contractor will indemnify, defend and hold harmless the Owner, its Board, officers, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation of the Contractor for its subcontractor is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.8 The Contractor shall not commence Work at the project site under this Contract until Contractor has obtained all the insurance required herein and until such insurance has been accepted by the Owner, nor shall Work be commenced on their subcontracts until the same insurance for the Subcontractors has been obtained. The Owner and Architect may request copies of subcontractors' insurance certificate(s) and are to be provided to Owner and Architect by the Contractor upon request.

§ 11.1.2 Each Contractor shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the accepted bid on the form indicated in the Information to Bidders, with such Sureties as may be agreeable to the Owner. The Premiums shall be paid by the Contractor.

§ 11.1.2.1 The Contractor shall deliver the required Bond dated as of the date of the Contract or applicable letter of intent, whichever is earlier, to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such Bond will be issued."

§ 11.1.2.2 The Bonds shall be written on AIA Document A312-2010 Performance Bond and Payment Bond forms and the Warranty Bond shall be written on AIA Document A313-2020 or such other forms as the Owner may require or approve.

§ 11.1.2.3 The Contractor 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.

§ 11.1.2.4 The Contractor shall provide the name and address of Surety for process of service as well as supply the contact information for the Surety representative responsible for the Bond, including the individual's name, address, telephone number, fax number and email address."

§ 11.1.2.5 The Performance and Payment Bonds shall remain in full force and effect through the warranty period.

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be

charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.1.1 As relates to § 11.3, the Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

§ 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 Appearance of Counsel

§ 11.6.1 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of the Owner's Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of Article 3, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. *Exception:* Any correction made under this 12.2.2 or under any other guarantee or warranty required by or included in the Contract Documents shall likewise be subject to correction at Contractor's own expense if it is found not to be in accordance with the Contract Documents within one year after the date that such correction is accepted by the Owner.

§ 12.2.2.4 The guarantee-warrantees required by § 12.2.2 shall be written in a form acceptable to the Owner, properly sworn to and signed by a responsible officer of the Contractor's firm.

§ 12.2.2.5 The Performance and Payment Bonds shall remain in effect and full force through this period.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

§ 12.3.1 The Owner, with the advice of the Construction Manager and assistance of the Architect, shall determine the adjustment to the Contract Sum. The Contractor shall bear all direct, indirect and consequential costs attributable to the evaluation of and decision to accept such defective Work. Such costs for the efforts of the Construction Manager and Architect (at their current billing rates) and any other costs to the Owner will be charged to the Contractor through Change Order procedures.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 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.

(Paragraph deleted)

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at a rate of 1% per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within 14 days following receipt of said notice, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 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 breach of a provision of the Contract Documents.
- .5 files for bankruptcy or other debtor insolvency relief;
- .6 an act of omission by the Contractor that stops, delays, interferes with or damages the Work;
- .7 any other failure by the Contractor to perform any other terms and conditions of their Contract;
- .8 disregards the authority of the Owner.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

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. The Owner may, but is not required to, comply with the provisions of Article 15 when filing a Claim.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.2.1 An additional Claim made after any initial Claim has been filed with the Owner, Construction Manager and Architect will not be considered unless submitted in a timely manner and in accordance with Article 15."

§ 15.1.2.2 Any Claim shall be sufficiently detailed and descriptive to allow for a complete evaluation. The Contractor shall furnish any information requested by the Owner or Architect in connection with this investigation within ten (10) business days of that request. Failure to provide the requested information shall constitute a waiver of the Claim.

§ 15.1.2.3 All written Claims for additional cost, additional time, or damages shall include the time of occurrence, location and other identifying factors and shall be supported, at a minimum, by letters, photographs, journals and diaries, instructions, or other pertinent and applicable records, as the Architect and Owner may require.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by other parties or 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 and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 15 days after occurrence of the event giving rise to such Claim or within 15 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by other parties or 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 other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 An additional Claim made after any initial Claim has been filed with the Owner and Architect will not be considered unless submitted in a timely manner and in accordance with Article 15.

§ 15.1.3.4 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.
- .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, with a copy submitted to the Owner and Architect. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner 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
 - 1) Index of Issues (listed numerically)
 - 2) For **each** issue:
 - (a) Background
 - (b) Chronology
 - (c) Contractor's position (reason for Owner's potential liability)
 - (d) Supporting documentation of merit or entitlement
 - (e) Begin each issue on a new page
 - D. All critical path method schedules, (as planned, monthly updates, schedule revisions, and as-built) along with the computer disks of all schedules related to the claim.
 - E. Productivity exhibits (if appropriate)
 - 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, photocopies, 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 materials necessary to support the Contractor's claim.
- .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 in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

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

§ 15.1.6 **Claims for Additional Time**

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

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

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor waives all Claims against the Owner for consequential damages arising out of or relating to this Contract. This

(Paragraphs deleted)

waiver includes, but is not limited to, damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business losses and reputation damage, and for loss of profit. This waiver also is applicable, without limitation, to all consequential damages due to Owner's termination of the Contract in accordance with Article 14, and the Contractor's sole rights to payment in the event of any termination of the Contract by the Owner are limited to the payments expressly set forth in Article 14.

§ 15.1.8 **Limitation and Waiver of Money Damages**

§ 15.1.8.1 Notwithstanding anything else set forth in the Contract Documents or otherwise, 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, impacts on schedule, schedule acceleration, schedule compression or by any breach of contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of Work. Except to the extent, if any, expressly prohibited by law the Contractor agrees not to make any Claim for such damages. 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. The Contractor understands that it hereby agrees not to make, and hereby waives, any Claim for damages for delay from any cause whatsoever, including but not limited to, those resulting from increased labor or material costs; schedule acceleration, schedule compression, directions given or not given by the Construction Manager, Owner or Architect, including but not limited to scheduling and coordination of the Work; the Architect's preparation of Drawings and Specifications; the Architect's review of shop drawings and requests for instruction(s); or on account of any delay, obstruction or hindrance for any other 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 no monetary recovery may be obtained by the Contractor for any of the foregoing against the Owner, Construction Manager or the Architect based upon any reason, and it is emphasized that the Contractor's sole remedy for any of the foregoing shall be an extension of time, if appropriate.

§ 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 mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, (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, or (6) submit a schedule to the parties indicating when the Architect expects to take action.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

§ 15.4 Litigation

§ 15.4.1 Claims that have not been satisfactorily resolved by other means shall be subject to litigation in accordance with law. The Contractor shall comply with any applicable statutory requirements regarding Notice of Claim and with any applicable Statute of Limitations provisions. In the event the Contractor serves a Notice of Claim to the Owner, the Owner may, as a condition precedent to litigation, require the Contractor to submit to an examination under oath by an attorney or other representative of the Owner, and to provide documentary evidence reasonably requested in connection with the examination. The venue of any litigation shall be New York State Supreme Court in the county in which the Project is located. The prevailing party of the litigation shall be entitled to reasonable attorneys' fees and necessary disbursements.



**SECTION 01 0000
GENERAL REQUIREMENTS**

PART 1 GENERAL

1.01 WORK TO BE PERFORMED

- A. Work shown on the Contract Drawings, described in the Specifications, or as required to provide a proper and functionally complete Project all in accordance with the Contract Documents, including any and all addenda.

1.02 WORK BY OTHERS

- A. The Owner is occupying the site of the Work and reserves the right to let other Contractors for Work on the premises should the need arise.

1.03 OWNER OCCUPANCY

- A. The building site and the building, whether the Work of the Contractor is partially or fully completed, are the properties of the Owner.
- B. The Owner will occupy the site and the building during the period the Work is to be completed. All activities in and around the building shall be strictly coordinated by the Architect. In all cases, the Owner's requirements will take precedence.
- C. The requirements of Section 155 of the Regulations of the New York State Commissioner of Education apply to this Project. Refer to "NYS ED UNIFORM SAFETY STANDARDS". See Section 01 3529.10 Life Safety Requirements During School Construction for additional information.

1.04 SUBMITTALS

- A. Shop Drawing submittals are required for all items specifically required by the Contract Documents; all items indicated on the Contract Drawings not specifically specified and any and all other materials and equipment installed in the Project as requested by the Architect/Engineer.

1.05 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

- A. In resolving conflicts and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, Instruction to Bidders, Supplementary Conditions, General Conditions, Specifications, and Drawings.
- B. In the case of conflict or discrepancies between Drawings and Divisions 2 thru 49 of the Specifications or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence.
- C. In case of discrepancy in regard to the Contract Drawings, the more stringent requirement or the detailed drawing shall take precedence over a less detailed drawing.

1.06 PROJECT MANAGEMENT SOFTWARE

- A. BCA Architects & Engineers use Newforma Project Center as their construction management software to control and streamline project tasks such as construction RFI's, proposal requests, submittals, transmittals, and other related project collaboration. Each Prime Contractor is required to interface with this software.
- B. BCA's Contract Administration allows the Contractor (Newforma Team Member) to send RFI's, submittals and change order requests electronically. This process saves time, money and allows the Contractor to view the history of all items.
- C. Contractors will be given instructions on how to utilize Newforma Project Center upon execution of Agreements.
- D. A Contractor (Newforma Team Member) who has worked with BCA and has previously been issued a Newforma password can re-use that password for all projects. If a Newforma Team Member has forgotten their password, they can request a password be re-sent to them.

- E. When a new Contractor contact is added to the Newforma Project Team (by BCA Contract Administration) for a specific project, the Contractor will receive an email informing them that they have been added to the project. The email will provide a username and temporary password. Once this information is received, the Contractor (Newforma Team Member) should follow the link within the email to the "Info Exchange" log-in screen. It is recommended that the Newforma Team Member save this link for future use. Once the username and password are inserted, the Newforma Team Member will be prompted to create a permanent password. After the new password is created, the Newforma Team Member will be directed to the Info Exchange home page. From this page, the Newforma Team Member will select the "My Projects" option in the upper left corner of the page. From this page the Newforma Team Member will select the project that they are involved in. This will lead to the project site screen. Along the left-hand side are a series of options available to the Newforma Team Member.
- F. File transfers are used to send and receive large files without using email. Items such as addenda, JC (job change) drawings, meeting minutes, and other project related items may be posted at this location for the Newforma Team Member's use. Some files may be posted for a limited period of time; therefore, Newforma Team Members should download and store files on their own servers.
- G. At any time, should a Newforma Team Member have a question regarding Newforma's Info Exchange, they can contact BCA's Document Control Manager, Kristan Peck at (315) 782-8130, ext. 226.

1.07 ELECTRONIC DOCUMENTS

- A. When requested Architect will develop digital construction files for use by the General Contractor, Mechanical Contractor, Plumbing Contractor, and Electrical Contractor for their use in the development of submittals and shop drawings. The General Contractor, Mechanical Contractor, Plumbing Contractor, and Electrical Contractor will be provided Electronic Drawings in AutoCAD format.
 - 1. Data contained on these electronic files is part of BCA's instruments of service and shall not be used by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a convenience in the preparation of shop drawing submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at your sole risk and without liability or legal exposure to BCA. The Contractor(s) agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against BCA, its officers, directors, employees, agents or sub consultants which may arise out of or in any way connected with your use of the electronic files.
 - 2. The Electronic files (AutoCAD) format will be released to the General Contractor pending the General Contractor, Mechanical Contractor, Plumbing Contractor, and Electrical Contractor's acceptance of the Architect's CAD File Release Agreement.
 - 3. If sub-contractor(s) will utilize the Electronic files as outlined above, the Contractors' subcontractor shall also be required to accept the Architect's CAD File Release Agreement.
 - 4. The fee for the release Architect's electronic media is \$300.00.
 - 5. Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by BCA. BCA makes no representation or warranty, either express or implied, of merchantability and fitness for any particular purpose. In no event shall BCA be liable for any loss of any profit or any consequential or other damages.

1.08 CONSTRUCTION AIDS

- A. Scaffolding, Hoists, and etc. This phase of the operation is at the option of the Contractor. All construction aids shall meet the requirements of the various laws and regulations governing the building and the building operation.

1.09 SECURITY

- A. Prime Contractor shall be responsible for his own security in reference to the Work completed, materials and equipment stored on-site and in the building, etc. (refer to the General Conditions).
- B. Each and every Construction Worker shall be required to wear a photo-identification badge at all times while at the Project. Construction workers not having the required photo identification shall be removed from the site (refer to Section 01 3553 - Security Procedures for additional requirements).
- C. Contractor shall maintain manufacturer's Material Safety Data Sheets (MSDS) at site for all products used in Project. MSDS sheets shall be provided to Owner when requested.

1.10 ACCESS TO SITE

- A. Access to and egress from site for Contractors' employees, trucks, construction machinery, material deliveries, etc., shall be in accordance with prevailing local or other ordinances, and on existing access roads and drives.
- B. Any damage caused to roads, drives, or planted areas by the Contractor or his subcontractor(s) shall be repaired or replaced as required to put them in the same or better condition than at the start of Work.

1.11 SPECIAL CONTROLS

- A. SMOKING IS PROHIBITED on the Project site, including construction areas, construction staging areas, field offices, and the entire school campus.
- B. The Contractor and their subcontractors shall take any and all necessary precautions required by the Owner, directed by the Architect, and governed by any ordinance relative to noise, dust, water, pest, rodent, mosquito, or pollution control.
- C. Construction activities and operations shall not produce noise in excess of 60 dba in occupied spaces. If noise levels in occupied spaces exceed 60 dba, the Contractor shall provide acoustical abatement procedures or schedule activities during unoccupied times.
- D. The Contractor is responsible to ensure the protection of personnel engaged in operations where exposure to inorganic lead or lead compounds above the action level can reasonably be expected.
- E. The Contractor shall be responsible for safety and adhering to OSHA requirements.
- F. The Contractor's attention is called to the matter of LITTER. Litter shall be classified as personal disposable items brought to the site by the Contractor, mechanics, or employees. The Contractor shall be responsible for the removal of litter by such means as trash cans, placed at strategic locations, laborers, or other means.

1.12 PROTECTION AGAINST FIRE

- A. Fire Watch: While the Contractor is completing building demolition, qualified personnel shall be provided to serve as an on-site fire watch. The sole duty of fire-watch personnel shall be to watch for the occurrence of fire.
- B. Cutting and Welding: Operations involving the use of cutting and welding shall be done in accordance with Chapter 33 - Fire Safety During Construction and Demolition, and Chapter 35 - Welding and Other Hot Work, of the Fire Code of New York State.
- C. Spontaneous Ignition: Materials susceptible to spontaneous ignition (i.e., oily rags) shall be stored in listed disposal container.
- D. During construction, the Contractor shall provide one (1) fire extinguisher per construction work area. The fire extinguisher shall be approved portable type. Extinguisher(s) shall be provided in accordance with NFPA 10 and the Fire Code of New York State.

1.13 TRANSPORTATION AND HANDLING

- A. The Contractor and his subcontractor(s) shall be responsible for the transportation and handling of all materials from, to, and at the project site. All damages thereto shall be replaced by the responsible party at no additional cost to the Owner.
- B. The Contractor is advised that under no circumstances shall the Owner's agents take responsibility for receiving any materials or equipment sent to the project site. The Contractor shall make all arrangements to have personnel available to receive all deliveries. The Owner accepts no responsibility for any materials or equipment delivered to the job site.

1.14 STORAGE AND PROTECTION

- A. Storage of materials shall be on the sites and location of same on-site is subject to the approval of the Architect and Owner.
- B. All construction materials shall be stored in a safe and secure manner.
- C. The General Contractor shall provide fencing around all construction supplies, debris, equipment, and construction staging areas throughout the duration of the Project.
- D. Gates to construction material/debris storage areas shall be maintained locked at all times unless an authorized worker is in attendance to prevent unauthorized entry.
- E. During exterior reconstruction and new construction, the Contractor shall provide overhead protection for any and all existing entry/exits, sidewalks, and egress windows or areas directly below the work site.

1.15 CLEANING-UP

- A. All occupied parts of the building affected by renovation activity shall be cleaned at the end of Contractor's work day. The Contractor shall keep all surfaces as free as practical from the accumulation of construction related dust. All surfaces shall be cleaned of dust prior to occupancy by the Owner.
- B. The Contractor shall clean up on a regular basis and upon completion of the Work. He shall remove all debris, construction equipment and leave all areas clean, and finishes as required by the specifications, ready for Owner occupancy.
- C. All materials removed during the course of the Work shall become the property of this Contractor and shall be immediately removed from the site. The Owner is to have first refusal of any furnishings and/or equipment slated for removal.
- D. All debris resulting from the accomplishment of the Work shall be immediately removed from the site.
- E. In all special cases (as coordinated with the Owner and Architect) where a Contractor has access to an occupied space during non-operating hours, the Contractor shall be completely responsible for cleaning the work area upon completion of his day's Work, prior to re-occupancy by the Owner.
- F. The General Contractor shall be responsible for proper snow removal on a regular basis within the work and staging areas of the addition throughout the duration of the Project.

1.16 LEAD BASED PAINT INVESTIGATION

- A. A limited investigation has been made for the presence of lead based paints within areas impacted by the Project. If available, the Contract Documents shall contain the test results.
- B. Neither the Owner nor the Architect represent that test results if included in the Contract Documents indicate the conditions that will be encountered in performing the Work. They represent only that the test results indicate conditions encountered at the particular location of the testing. The Contractor shall assume all risk and responsibility for any deductions and conclusions which may be made from these test results.

- C. The Owner and Architect disclaim responsibility for any opinions, conclusions, interpretations or deductions that may be expressed or implied in any of the information made available. It is expressly understood that the making of deductions, interpretations, and conclusions from all the accessible factual information is solely the Contractor's responsibility.
- D. The Owner may conduct additional investigations as the Work progresses. Additional test results from such investigations will be made available to the Contractor.

1.17 PROJECT LINES AND GRADES

- A. Architect will develop a digital construction survey worksheet generating construction stakeout coordinates for clearing limit lines, mass grading grid, ditches, building corners, parking lot corners, catch basins, storm manholes, sanitary manholes, sanitary lines, storm lines water lines, etc. The General Contractor will be provided Electronic Drawings and coordinate lists in AutoCAD format.
 - 1. Data contained on these electronic files is part of BCA's instruments of service and shall not be used by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a convenience in the preparation of shop drawing submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at your sole risk and without liability or legal exposure to BCA. The Contractor(s) agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against BCA, its officers, directors, employees, agents or sub consultants which may arise out of or in any way connected with your use of the electronic files.
 - 2. The Electronic files (AutoCAD) format will be released to the General Contractor pending the the General Contractor's acceptance of the Architect's CAD File Release Agreement.
 - 3. The fee for the release Architect's electronic media is \$300.00.
 - 4. Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by BCA. BCA makes no representation or warranty, either express or implied, of merchantability and fitness for any particular purpose. In no event shall BCA be liable for any loss of any profit or any consequential or other damages.
- B. The General Contractor will contract the services of a Licensed Land Surveyor to provide the following project stakeout:
 - 1. The field staking and offsetting of 25 percent of the column lines or the exterior corners of the foundation walls.
 - 2. The field staking of the corners of parking lots, roads, athletic fields, and the center of infrastructure structures. Offsetting the staked points will be the responsibility of the Architect and General Contractor.
 - 3. Setting of two (2) temporary elevation benchmarks that can be utilized during construction.
- C. The General Contractor will carefully coordinate the Construction Stakeout Work so the site is ready and there is a sufficient amount of Work to keep the survey crew working for at least 1 day. The Owner's Representative will be given 3 working days notice when requesting Survey Stakeout Work.
- D. Upon completion of the field staking provided by the Owner, the Site Contractor shall be responsible for protection of the survey points. Should it be required that the survey points be re-established due to no fault of the Owner, the cost associated with this Work will be the responsibility of the Contractor requiring the Work to be performed.
- E. Refer to Section 01 7000 - Execution Requirements for Contractor's requirements for laying out his Work.

1.18 RESTRICTED ACCESS

- A. The Contractor is hereby notified that access to the site is limited by existing physical and scheduling constraints.

- B. Access to and egress from the site for Contractor's employees, trucks, construction machinery, material deliveries, etc., shall be as coordinated and directed by the Owner's designated representative, who shall dictate all traffic patterns.
- C. The Owner will designate existing roadways and drives which will be utilized for construction traffic as well as Contractor's staging areas. It is recognized and contemplated by all parties that these areas may sustain damage due to the construction traffic and the General Contractor will, at the time of completion of the Project, be completely responsible for performing all Remedial and Reconstruction Work required to re-construct the driveways, roadways, temporary access roads, and lawn areas as new, in accordance with the requirements of the Contract Documents.
- D. Additionally, it shall be the Contractor's responsibility to coordinate his schedule with that of the Owner. The Owner's functions shall take precedence and the Contractor shall ensure safe and convenient access to the existing building on these occasions, subject to the approval of the Owner and the Architect.

1.19 TEMPORARY BARRIERS AND BARRICADES

- A. The Contractor shall be responsible for providing temporary barriers and barricades as required and directed by the Owner's designated representative to secure his Work. Barricades to be in place at all times especially when the Contractor is not at the project site. In addition, the General Contractor shall erect barriers for safety and dust control inside and outside the building, as directed by the by the Owner and/or the Architect.

1.20 CONTRACTORS STAGING

- A. Areas for the Contractor's vehicle parking, storage trailers, staging, and offices shall be coordinated by the Owner.

1.21 KEY PERSONNEL

- A. The Architect and General Contractor shall have the right to approve the assignments and presence on the job site of all the Contractor's supervisory personnel, including Superintendent, Site Manager and craft foremen to the Work. Removal or reassignment of any such personnel to other Work shall be subject to the prior approval of the Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 1000
SUMMARY - MULTI CONTRACT**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Alterations and Additions to Fort Montgomery Elementary School.
- B. Owner's Name: Highland Falls-Fort Montgomery CSD.
- C. Architect's Name: BCA Architects & Engineers.
- D. Construction Manager: Triton Construction Company, LLC.
- E. The Project consists of but not limited to the construction and alteration of a new Cafenadium addition, renovation of the existing cafenadium into three new rooms, expansion of the nurse's suite, mechanical and electrical upgrades, renovation of the existing toilet rooms, and site improvements.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Multiple prime contracts, each based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS AND NEW WORK

- A. Scope of alterations and new work is indicated on drawings.
- B. General Construction:
- C. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- D. HVAC: Alter existing system and add new construction, keeping existing in operation.
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Alarm: Replace existing system with new construction, keeping existing in operation until ready for changeover. (BY OWNER)
- G. Communications: Replace existing system with new construction, keeping existing in operation until ready for changeover. (BY OWNER)
- H. Security System: Alter existing system and add new construction, keeping existing in operation. (BY OWNER)
- I. HVAC Building Management Controls: (BY OWNER)

1.04 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by the Owner.
- B. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion. Some items include:
 - 1. Movable cabinets.
 - 2. Loose furniture, not including millwork or cabinetry - which is by the General Construction Prime.
 - 3. Rugs/walkoff mats.
 - 4. Card reader access controls on all doors.
- C. Owner will supply the following for installation by Contractor:
 - 1. General Construction: Paper towel dispenser, toiletry dispensers, waster receptacles, and soap dispensers.
 - 2. Or as noted on 'A' Drawings.

1.05 OWNER OCCUPANCY

- A. The entire building will be available for construction activities from construction commencement to substantial completion. The Owner may access parts of the building for regular maintenance and improvements not/associated with the project. Prior to substantial completion the Owner shall begin installing loose furniture and begin cleaning areas not impacted by construction.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
 - 2. Each Prime Contractor will be responsible for repairing existing conditions that have been altered due to their work, to a new-like state once their work is complete.
 - 3. The General Construction Prime will be responsible for repairing the staging and laydown areas (exterior and interior) in which all prime contractors use, at the time of Substantial Completion.
- B. Arrange use of site and premises to allow:
 - 1. Construction Manager, Architect, and their Consultants.
 - 2. Intermittent Owner occupancy.
 - 3. Work by Others.
 - 4. Unabated access for testing companies.
 - 5. Access for local and government officials.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Architect and Construction Manager.

1.08 SPECIFICATION SECTIONS APPLICABLE TO ALL PRIME CONTRACTS

- A. All Contractors are responsible for the information regarding their work on all the drawings and specifications. Each Prime Contractor's scope of work includes the following, but not limited to the following. The below is not intended to limit any Contractor's requirements to review all the drawings for their work.
- B. All Prime Contractors are responsible for reviewing the entire drawing set and specifications for coordination of their work with other trades.
- C. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- D. Division 00 Procurement and Contracting Requirements
 - 1. All Sections including Bidding Requirements, Contract Forms, and Conditions of the Contract.
- E. Division 01 General Requirements including but not limited to the following:
 - 1. Section 01 0000 - General Requirements.
 - 2. Section 01 1000 - Multiple Contract Summary.

3. Section 01 2000 - Price and Payment Procedures.
 4. Section 01 2100 - Allowances.
 5. Section 01 2200 - Unit Prices.
 6. Section 01 2300 - Alternates.
 7. Section 01 3000 - Administrative Requirements.
 8. Section 01 3216 - Construction Progress Schedule.
 9. Section 01 3529.10 - Life Safety Requirements During School Construction.
 10. Section 01 3553 - Security Procedures.
 11. Section 01 4000 - Quality Requirements.
 12. Section 01 4533 - Code-Required Special Inspections.
 13. Section 01 5000 - Temporary Facilities and Controls.
 14. Section 01 5100 - Temporary Utilities.
 15. Section 01 5500 - Vehicular Access and Parking.
 16. Section 01 5721 - Indoor Air Quality Controls.
 17. Section 01 6000 - Product Requirements.
 18. Section 01 7000 - Execution and Closeout Requirements.
 19. Section 01 7800 - Closeout Submittals.
 20. Section 01 7900 - Demonstration and Training.
 21. Section 01 9113 General Commissioning Requirements.
 22. Section 01 9114 Commissioning Authority Responsibilities.
- F. Division 02 Existing Conditions
1. Section 02 4119 - Minor Demolition.
 2. Section 02 8313 - Lead Hazard Control Activities.
- G. Division 02 Concrete
1. Section 03 3000 - Cast-in-Place Concrete.
- H. Division 07 Thermal and Moisture Protection
1. Section 07 8400 - Firestopping.
 2. Section 07 9005 - Joint Sealers.
- I. Division 08 Openings
1. Section 08 3100 - Access Doors and Panels.
- J. Division 09 Finishes
1. Section 09 9000 - Paints and Coatings.

1.09 DRAWINGS APPLICABLE TO ALL PRIME CONTRACTS

- A. Unless otherwise noted, all drawing listed below apply to all Contracts.
1. Drawings: Title Sheet and Index of Drawings.
 2. Drawings: CC series drawings.
 3. Drawings: PP series drawings.
 4. Drawings: RP series drawings.

1.10 TESTING REPORTS APPLICABLE TO ALL CONTRACTS

- A. Asbestos, Lead, and PCB Testing Reports.
- B. Geotechnical Report.

1.11 CONTRACT NO. 01 - GENERAL CONSTRUCTION (GC)

- A. Includes Hazardous Materials, Architectural, Structural, and Site, plus other operations traditionally recognized as General Construction. General Construction contractor is responsible to coordinate their scope of work with all other prime contractor's tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
1. Division 01 - General Requirements:
 - a. Specification sections listed above as applicable to all contracts.

- b. Section 01 7000: Basic project engineering and layout.
- c. Section 01 5000: Provide debris receptacles, remove debris from site.
- d. Section 01 5000: Erosion control structures.
- e. Section 01 5000: Temporary Sanitary facilities.
- f. Section 01 5813: Temporary Project Signage.
- g. Section 01 7000: Final cleaning.
- 2. Division 2 - Existing Conditions.
 - a. Section 02 8213 - Asbestos Abatement.
 - b. Section 02 8313 - Lead Safe Work Practices.
 - c. Section 02 8314 - Miscellaneous Hazardous & Special Wastes.
- 3. Division 3 - Concrete.
 - a. With the exception of concrete equipment pads furnished and installed by other prime contracts unless noted otherwise.
- 4. Division 4 - Masonry.
- 5. Division 5 - Metals.
- 6. Division 6 - Woods, Plastics and Composites.
- 7. Division 7 - Thermal and Moisture Protection.
 - a. With the exception of roof curbing furnished by other prime contracts for installation by the GC.
- 8. Division 8 - Openings.
 - a. With the exception of the following:
 - 1) Access doors and panels furnished by other prime contracts for installation by the GC. Card reader access controls
 - 2) Card reader access controls by the Owner's vendor. GC to coordinate with Owner's vendor.
- 9. Division 9 - Finishes.
- 10. Division 10 - Specialties.
- 11. Division 11 - Equipment.
- 12. Division 12 - Furnishings.
- 13. Division 13 - Special Construction.
- 14. Division 14 - Conveying Equipment.
- 15. Division 31 - Earthwork.
- 16. Division 32 - Exterior Improvements.
- 17. Division 33 - Utilities.
 - a. All Division 33 utilities unless otherwise noted in the Electrical Contract.
- 18. Division 34 - Transportation.
- 19. Drawings listed above as applicable to all contracts.
- 20. Drawings: L series drawings.
- 21. Drawings: S series drawings.
- 22. Drawings: A series drawings.
- 23. Drawings: HM series drawings.
- 24. Drawings: FS series drawings.
- 25. Reference all other series of drawings.

1.12 CONTRACT NO. 03 - PLUMBING (PC)

- A. Includes plumbing equipment, fixtures, accessories and piping systems. Plumbing Construction contractor is responsible to coordinate their scope of work with all other prime contractor's tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited, to the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - 2. Division 03 - Concrete and the Work of this Contract.
 - a. Section 03 -3000 - Cast-in-Place Concrete: Concrete equipment pads.
 - 3. Division 07 - Thermal and Moisture Protection:

- a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
- b. Section 07 9005 - Joint Sealers for the Work of this Contract.
- 4. Division 08 - Openings:
 - a. Section 08 3100 - Access Doors and Panels: Access doors and panels in walls and ceilings. Furnish to the GC for installation.
- 5. Division 09 - Finishes:
 - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
- 6. Division 22 - Plumbing:
 - a. All Sections of Division 22
- 7. Drawings listed above as applicable to all contracts.
- 8. Drawings P series drawings.
- 9. Reference all other series of drawings.

1.13 CONTRACT NO. 02 - MECHANICAL (MC)

- A. Includes heating, ventilation, air conditioning systems and the temperature control systems. . Mechanical Construction contractor is responsible to coordinate their scope of work with all other prime contractor's tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - 2. Division 03 - Concrete:
 - a. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads and the Work of this Contract.
 - 3. Division 07 - Thermal and Moisture Protection:
 - a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
 - b. Section 07 9005 - Joint Sealants for the Work of this Contract.
 - c. Furnish roof curbing, roof equipment rails and pipe portals for installation by the GC.
 - 4. Division 08 - Openings:
 - a. Section 08 3100 - Access Doors and Panels: Access doors and panels for walls and ceilings. Furnish to the GC for installation.
 - 5. Division 09 - Finishes:
 - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
 - 6. Division 11 - Equipment:
 - a. Section 11 5413 - Kilns.
 - 7. Division 23 - Heating, Ventilating, and Air Conditioning:
 - a. All Sections of Division 23.
 - 8. Drawings listed above as applicable to all contracts.
 - 9. Drawings M series drawings.
 - 10. Reference all other series of drawings.

1.14 CONTRACT NO. 04 - ELECTRICAL (EC)

- A. Includes electric power distribution, lighting, and technology cabling. Electrical Construction contractor is responsible to coordinate their scope of work with all other prime contractor's tasks. Including administration and coordination responsibilities. Work under this contract includes, but is not limited to, the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - a. Section 01 5000: Temporary electricity installation.
 - b. Section 01 5000: Temporary lighting.

- c. Section 01 5000: Temporary power.
- 2. Division 03 - Concrete:
 - a. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads and the Work of this Contract.
- 3. Division 07 - Thermal and Moisture Protection:
 - a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
 - b. Section 07 9005 - Joint Sealers for the Work of this Contract.
 - c. Furnish roof curbing and pipe portals for installation by GC.
- 4. Division 08 - Openings:
 - a. Section 08 3100 - Access Doors and Panels: Access doors and panels. Furnish to the GC for installation.
- 5. Division 09 - Finishes:
 - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
- 6. Division 26 - Electrical:
 - a. All Sections of Division 26.
- 7. Division 27 - Communications:
 - a. All Sections of Division 27.
- 8. Division 28 - Electronic Safety and Security:
 - a. All Sections of Division 28.
 - 1) EC to coordinate with Owner's Security and Fire Alarm vendor.
- 9. Division 33 - Utilities:
 - a. Section 33 7000 Electrical Utilities: Electrical utilities.
 - b. Section 33 8000 Communications Utilities: Power and communication utilities.
- 10. Drawings listed above as applicable to all contracts.
- 11. Drawings E series drawings.
- 12. Reference all other series of drawings

1.15 CONTRACT ASSIGNMENTS

- A. Contract Assignments: In addition to specific responsibilities indicated in this section, the contracts noted below are assigned certain responsibilities, as follows:
 - 1. Excavation, backfill, and restoration of all utilities 5'-0" and further outside the building limits shall be performed by the GC unless otherwise noted.
 - 2. Excavation and backfill within the building and extending to 5'-0" outside the building shall be performed by the Prime Contractor for General Construction for the following contracts: General Construction, Plumbing Construction, and Electrical Construction. GC shall be responsible for replacing concrete, asphalt, and flooring materials at all excavated locations. The Prime Contractor for Plumbing or Electrical will be responsible to grade and pitch the bedding supplied by the GC and is to coordinate with the GC while backfilling to assure proper pitch is maintained and no damage is done during backfilling.
 - 3. GC shall be responsible for the removal and replacement of suspended ceiling systems required for the work of all Prime Contracts where shown that ceilings are to be removed. Where ceilings are to remain, each Prime Contractor is responsible to remove, safeguard/store and reinstall ceilings as needed. Where ceilings are damaged, the Prime Contractor performing said work shall replace the ceiling with new material as required.
 - 4. Blocking for the work of each contract shall be the responsibility of each Prime Contractor for their own Work. Roof blocking shall be the responsibility of the GC. The GC shall be responsible for blocking required for built-in casework, toilet accessories, and like furnishings as provided by others, unless otherwise noted.
 - 5. Openings in walls, floors/slabs, and roofs:

- a. In new surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner.
 - b. In existing surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner. GC is responsible to patch adjacent surfaces to match the existing conditions. Cut openings under 100 square inches or drilled openings of 8 inches or less in diameter are to be the work of each Prime Contractor.
 - c. GC to size lintels and structural framing for openings in accordance with the information on the Drawings and information provided by each Prime Contractor.
 - d. Provide openings by qualified tradesmen in work similar to that indicated for this Project, whose work has resulted in construction with a record of successful service performance.
 - e. All wall penetrations in new air barriers, vapor barriers and waterproofing membranes shall be the work of the GC. All wall penetrations in existing air barriers, vapor barriers and waterproofing membranes shall be the work of each Prime Contractor.
6. Furnishing of access doors and panels for the work of each contract shall be by each Prime Contract, except as follows:
 - a. In new surfaces: Furnishing and installing wall or ceiling access doors and panels shall be the work of the GC.
 - b. In existing surfaces: Furnishing and installing wall and ceiling access doors and panels exposed to view shall be the work of the GC. Each Prime Contract shall be responsible to furnish and install access doors and panels for thier own work which is not exposed to view (i.e.ductwork access panels, etc.) and integral to the equipment. for its own work.
 7. Furnishing of roof mounted equipment curbs, equipment rails and pipe portals for the work of each contract shall be the work of each Prime Contract for its own work.
 - a. Installing of roof-mounted equipment curbs, equipment rails and pipe portals (including roof system and deck modification, flashing, blocking and sealing) shall be the work of the GC in accordance with roofing manufacurer's requirements.
 8. Painting for the work of each contract shall be the work of the GC, except as follows:
 - a. Identification painting (such as equipment and piping) for the work of each contract shall be the work of each contract for its own work.
 - b. Exposed ductwork (existing or new) identified to be painted shall be the work of the GC.
 9. Furnishing linear grilles for casework shall be the work of the MC.
 - a. Installation of the linear grilles for casework shall be by the GC.
 10. Furnishing mechanical louvers and grilles for exterior walls shall be the work of the MC.
 - a. Installation of louvers and grilles for exterior walls (including lintels, flashing, and sealing) shall be the work of the GC.
 11. Furnishing motor starters and disconnects for the work of each contract shall be the work of each contract for its own work.
 - a. Installing motor starters and disconnects shall be the work of the EC.
 12. Providing automatic door operators shall be the work of the GC, including installing control wiring from activation device (push-plate switch) to operator.
 - a. Providing power to the operator shall be the work of the EC.
 13. Field Engineering and Surveying:
 - a. The GC is responsible for the field engineering and surveying for all building work.
 - b. The GC is responsible for all field engineering and surveying for all site work.

END OF SECTION

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Coordination drawings.
- J. Submittals for review, information, and project closeout.
- K. Number of copies of submittals.
- L. Requests for Interpretation (RFI) procedures.
- M. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 6000 - Product Requirements: General product requirements.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.
- D. Section 01 9113 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, submit one extra and route to Architect first, for forwarding to the Commissioning Authority.
 - 2. Where submittals are not indicated to be reviewed by Architect, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Pre-construction and progress construction photographs.
 - 10. Coordination drawings.

11. Correction Punch List and Final Correction Punch List for Substantial Completion.
12. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
- B. Contractor and Architect are required to use this service.
 1. It is Contractor's responsibility to submit documents in allowable format.
 2. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 3. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 4. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 5. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- C. BCA Architects & Engineers use Newforma Project Center as their construction management software to control and streamline project tasks such as construction RFI's, proposal requests, submittals, transmittals, and other related project collaboration. Each Prime Contractor is required to interface with this software.
 1. BCA's Contract Administration allows the Contractor (Newforma Team Member) to send RFI's, submittals and change order requests electronically. This process saves time, money and allows the Contractor to view the history of all items for the project duration.
 2. Contractors will be given instructions on how to utilize Newforma Project Center upon execution of Agreements.
 3. A Contractor (Newforma Team Member) who has worked with BCA and has previously been issued a Newforma password can re-use that password for all projects. If a Newforma Team Member has forgotten their password, they can request a password be re-sent to them.

4. When a new Contractor contact is added to the Newforma Project Team (by BCA Contract Administration) for a specific project, the Contractor will receive an email informing them that they have been added to the project. The email will provide a username and temporary password. Once this information is received, the Contractor (Newforma Team Member) should follow the link within the email to the "Info Exchange" log-in screen. It is recommended that the Newforma Team Member save this link for future use. Once the username and password are inserted, the Newforma Team Member will be prompted to create a permanent password. After the new password is created, the Newforma Team Member will be directed to the Info Exchange home page. From this page, the Newforma Team Member will select the "My Projects" option in the upper left corner of the page. From this page the Newforma Team Member will select the project that they are involved in. This will lead to the project site screen. Along the left-hand side are a series of options available to the Newforma Team Member.
 5. File transfers are used to send and receive large files without using email. Items such as addenda, JC (job change) drawings, meeting minutes, and other project related items may be posted at this location for the Newforma Team Member's use. Some files may be posted for a limited period of time; therefore, Newforma Team Members should download and store files on their own servers.
 6. At any time, should a Newforma Team Member have a question regarding Newforma's Info Exchange, they can contact BCA's Manager of Administration - Buildings, Katrina Asay at (607) 319-4053, ext. 319.
- D. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect and Owner's Resident Project Representative
 3. Contractor.
 4. Major Sub-contractors.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, pre-construction photos, and progress schedule.
 5. Submission of initial Submittal schedule.
 6. Designation of personnel representing the parties to Contract, Owner and Architect.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
 8. Scheduling.
 9. Scheduling activities of a Geotechnical Engineer.
 10. Scheduling activities of an Asbestos Project Monitor.
 11. Site Mobilization.
- D. Record minutes and distribute copies within seven days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.

4. Contractor's superintendent.
 5. Major subcontractors.
- B. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.
 10. Planned progress during succeeding work period.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to work.
- E. Record minutes and distribute copies within seven days after meeting to participants, with one copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
 - 1. Date.
 - 2. High and low temperatures, and general weather conditions.
 - 3. List of subcontractors at Project site.
 - 4. List of separate contractors at Project site.
 - 5. Approximate count of personnel at Project site.
 - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
 - 6. Major equipment at Project site.
 - 7. Material deliveries.
 - 8. Safety, environmental, or industrial relations incidents.
 - 9. Meetings and significant decisions.
 - 10. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 - 11. Change Orders received and implemented.
 - 12. Testing and/or inspections performed.
 - 13. Signature of Contractor's authorized representative.

3.07 PROGRESS PHOTOGRAPHS

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Completion of site clearing.
 - 2. Excavations in progress.
 - 3. Foundations in progress and upon completion.
 - 4. Structural framing in progress and upon completion.
 - 5. Enclosure of building, upon completion.
 - 6. Final completion, minimum of ten (10) photos.
- F. Views:
 - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
 - 2. Consult with Architect for instructions on views required.
 - 3. Provide factual presentation.

4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: Via email or Newforma InfoExchange File Transfer.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.08 COORDINATION DRAWINGS

- A. Provide information required by Resident Project Representative for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.09 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

- a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Architect will respond and return RFIs to Contractor within ten calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
- 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect within ten calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.10 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
- 1. Submit at the same time as the preliminary schedule specified in Section - 01 3216 - Construction Progress Schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.11 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.12 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- C. Submit for Architect's knowledge as contract administrator or for Owner.

3.13 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds and Insurance: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage. Coordinate with the General Conditions of the Construction Contract and the Supplementary Conditions.
 5. Field Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.
 6. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - a. Name, address, and telephone number of factory-authorized service representative making report.

- b. Statement on condition of substrates and their acceptability for installation of product.
 - c. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - d. Results of operational and other tests and a statement of whether observed performance complies with requirements
 - e. Statement whether conditions, products, and installation will affect warranty.
 - f. Other required items indicated in individual Specification Sections.
7. Other types as indicated.
- D. Final Property Survey.
- E. Submit for Owner's benefit during and after project completion.

3.14 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 7800.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.15 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a single transmittal for related items.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 3. Transmit using approved form.
 - a. Use form generated by Electronic Document Submittal Service software.
 - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - a. Subcontract List:: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1) Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2) Number and title of related Specification Section(s) covered by subcontract.
 - 3) Drawing number and detail references, as appropriate, covered by subcontract
 - 6. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - a. Mark each copy of each submittal to show which products and options are applicable.
 - b. Include the following information, as applicable:
 - 1) Manufacturer's written recommendations.
 - 2) Manufacturer's product Specifications.
 - 3) Manufacturer's installation instructions.
 - (a) Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
 - (1) Preparation of substrates

- (2) Required substrate tolerances
 - (3) Sequence of installation or erection.
 - (4) Required installation tolerances.
 - (5) Required adjustments.
 - (6) Recommendations for cleaning and protection.
- 4) Color charts.
 - 5) Manufacturer's catalog cuts.
 - 6) Wiring diagrams showing factory-installed wiring.
 - 7) Printed performance curves.
 - 8) Operational range diagrams.
 - 9) Mill reports.
 - 10) Standard product operation and maintenance manuals.
 - 11) Compliance with specified referenced standards.
 - 12) Testing by recognized testing agency.
 - 13) Application of testing agency labels and seals.
 - 14) Notation of coordination requirements.
 - 15) Submit product data before or concurrent with samples.
- 7. Delegated Design:
 - 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.
 - 8. Delegated-Design Submittal: In addition to Shop Drawings, product data, and other required submittals, submit one (1) copy of a statement, 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.
 - a. 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.
 - 9. Design Data: Prepare 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.
 - 10. Preconstruction Test Reports: Prepare 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
 - 11. Compatibility Test Reports: Prepare 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.
 - 12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.
 - 13. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 4000.
 - 14. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

- a. 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
 - b. Contractor 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
 - c. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
15. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
- a. Upload submittals in electronic form to Electronic Document Submittal Service.
16. Schedule submittals to expedite the Project, and coordinate submission of related items.
- a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
17. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
18. Provide space for Contractor and Architect review stamps.
19. When revised for resubmission, identify all changes made since previous submission.
20. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
21. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
22. Submittals not requested will not be recognized or processed.
23. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
- 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Submit concurrently with related shop drawing submittal.
 - 4. Do not submit (Material) Safety Data Sheets for materials or products.
 - a. Submit information directly to Owner; do not submit to Architect
- C. Shop Drawing Procedures:
- 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures: 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 related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - a. Generic description of sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.

- e. 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.
 - 1) Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such samples must be in an undamaged condition at time of use.
 - 2) Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 3) 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.
 - 4) Number of Samples: Submit two (2) full set of available choices where color, pattern, texture, or similar characteristics are required to be elected from manufacturer's product line. Architect will return submittal with options selected.
 - 5) 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 shall 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.
 - 6) Number of Samples: Submit three (3) sets of samples. Architect will retain one (1) sample set; remainder will be returned. Mark-up and retain one (1) returned sample set as a Project Record Sample.
 - 7) Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 8) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
- E. Schedule: Comply with requirements specified in Section 01 3216 - Construction Progress Schedule. Coordinate submittals with approved construction progress schedule.
- F. Schedule of Values: Comply with requirements specified in Section 01 2000 Price and Payment Procedures, the General Conditions of the Construction Contract and Supplementary Conditions.

3.16 SUBMITTAL REVIEW

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- C. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- D. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- E. Architect's and consultants' actions on items submitted for review:

- 1) Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2) Final-But-Restricted Release: When the Architect marks a submittal "Exceptions As Noted", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - 3) Restricted Release, Returned for Resubmittal: When the Architect marks a submittal "For Construction According to Notations, Revise and Resubmit", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 4) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 5) Non-responsive resubmittals may be rejected.
- b. "Revise and Resubmit".
- 1) Returned for Resubmittal: When the Architect marks a submittal "Resubmit", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 2) Resubmit revised item, with review notations acknowledged and incorporated.
 - 3) Non-responsive resubmittals may be rejected.
- F. Architect's and consultants' actions on items submitted for information:
- G. Do not use or allow others to use submittals marked "Resubmit" at the Project Site or elsewhere where Work is in progress.
- H. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- I. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

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**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing and inspection agencies and services.
- B. Control of installation.
- C. Mock-ups.
- D. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- C. Notify Architect and Construction Manager fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- D. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

- E. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- F. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Security requirements.
- D. Waste removal facilities and services.
- E. Project identification sign.

1.02 RELATED REQUIREMENTS

- A. Section 01 3553 - Security Procedures
- B. Section 01 5100 - Temporary Utilities.
- C. Section 01 5500 - Vehicular Access and Parking.

1.03 TEMPORARY SANITARY FACILITIES

- A. GC to provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks. Maintain fire/emergency egress via the pedestrian gates as required by code.

1.06 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.07 SECURITY - SEE SECTION 01 3553

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.08 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.

- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by law.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

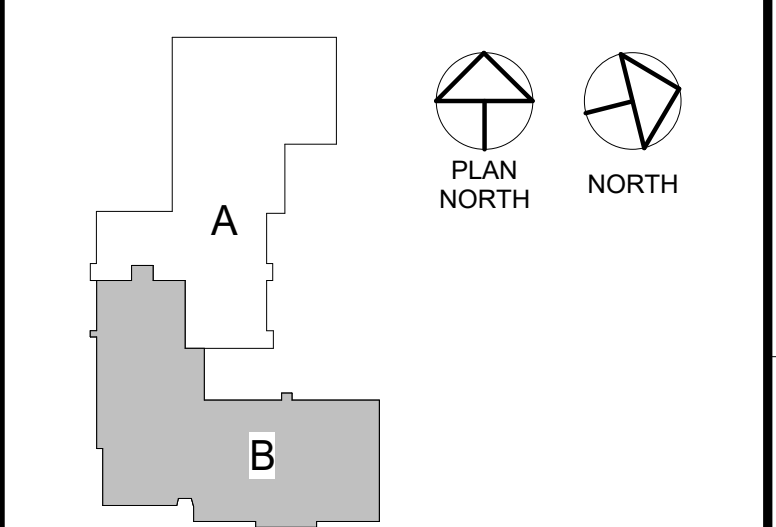
GENERAL NOTES:

- SEE DRAWING ES000 FOR APPLICABLE GENERAL NOTES, ABBREVIATIONS, SYMBOLS AND LEGENDS

KEYNOTE LEGEND

- P8 PROVIDE RECEPTACLES INDICATED.
- P14 PROVIDE ELECTRICAL PANELBOARD AS INDICATED. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- P20 PROVIDE 800A, 480/277V, 3PH, 4W MAIN DISTRIBUTION BOARD HMDP. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- P21 RE-FEED EXISTING PANELBOARD FROM DISTRIBUTION BOARD LMDP. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- P32 PROVIDE 300KVA 480V PRIMARY-120/277V SECONDARY TRANSFORMER IN APPROXIMATE LOCATION SHOWN. REFER TO ONE-LINE DIAGRAM ON DRAWING EXAK FOR ADDITIONAL INFORMATION.
- P34 PROVIDE 800A, 120/208V, 3PH, 4W DISTRIBUTION BOARD LMDP. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- P52 SPLIT SYSTEM INDOOR UNIT POWERED VIA ACU-L1 ON ROOF.
- P53 REFER TO EQUIPMENT CONNECTION SCHEDULE FOR FURTHER INFORMATION.
- P56 PROVIDE POWER CONNECTION TO KILN AS INDICATED. VERIFY EXACT LOCATION FROM POWER CONNECTION TO KILN PRIOR TO INSTALLATION.
- P69 PROVIDE A SALENIT MODEL NUMBER MTSWC08230MR020V RM K3SP MANUAL TRANSFER SWITCH (MTS). MTS TO BE INSTALLED ON EXTERIOR WALL OF ELECTRIC ROOM AT 3' TO BOTTOM OF MTS. VERIFY EXACT LOCATION OF MTS PRIOR TO INSTALLATION.

KEY PLAN:



SED NO. 44-09-01-04-0-005-008

THIS SHEET INCORPORATES COLOR GRAPHICS WHICH INDICATE IMPORTANT INFORMATION AND SHALL BE PRINTED IN COLOR IF REPRODUCED BY A CONTRACTOR.

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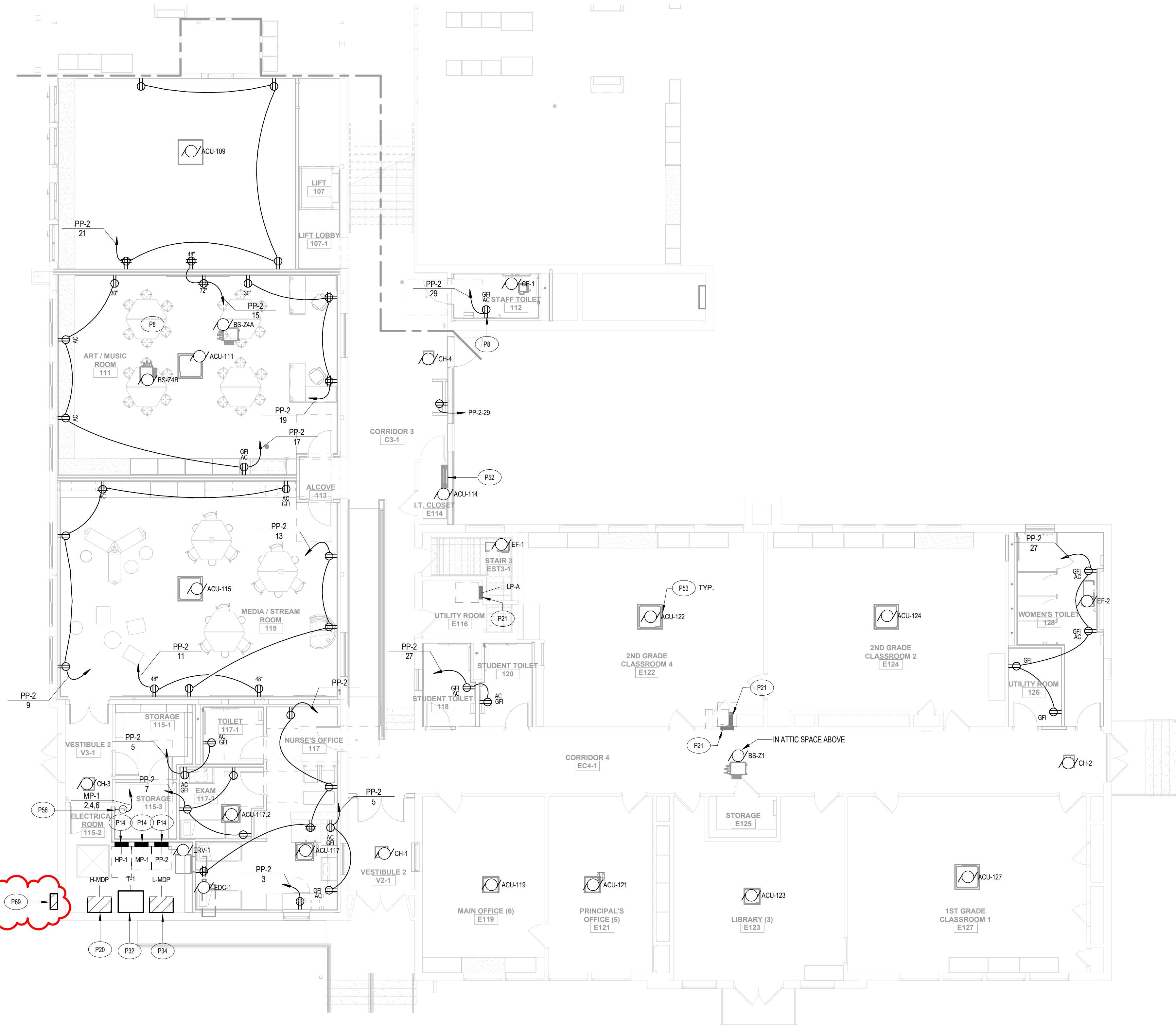
HIGHLAND FALLS-FORT MONTGOMERY CSD
 ALTERATIONS AND ADDITIONS TO:
 FORT MONTGOMERY ELEMENTARY SCHOOL
 HIGHLAND FALLS - ORANGE COUNTY - NEW YORK

REV	DATE	DESCRIPTION
1	05/28/2024	SED ADDENDUM #1
2	07/17/2024	BID ADDENDUM NO.3

DRAWN BY MAH	PROJECT NUMBER 2022-138
CHECKED BY SGV	DATE 06/07/2024

POWER PLAN - FIRST FLOOR AREA B

BUILDING NUMBER	SHEET NUMBER
ES	E101



1 POWER PLAN - FIRST FLOOR AREA B
 SCALE: 1/8" = 1'-0"

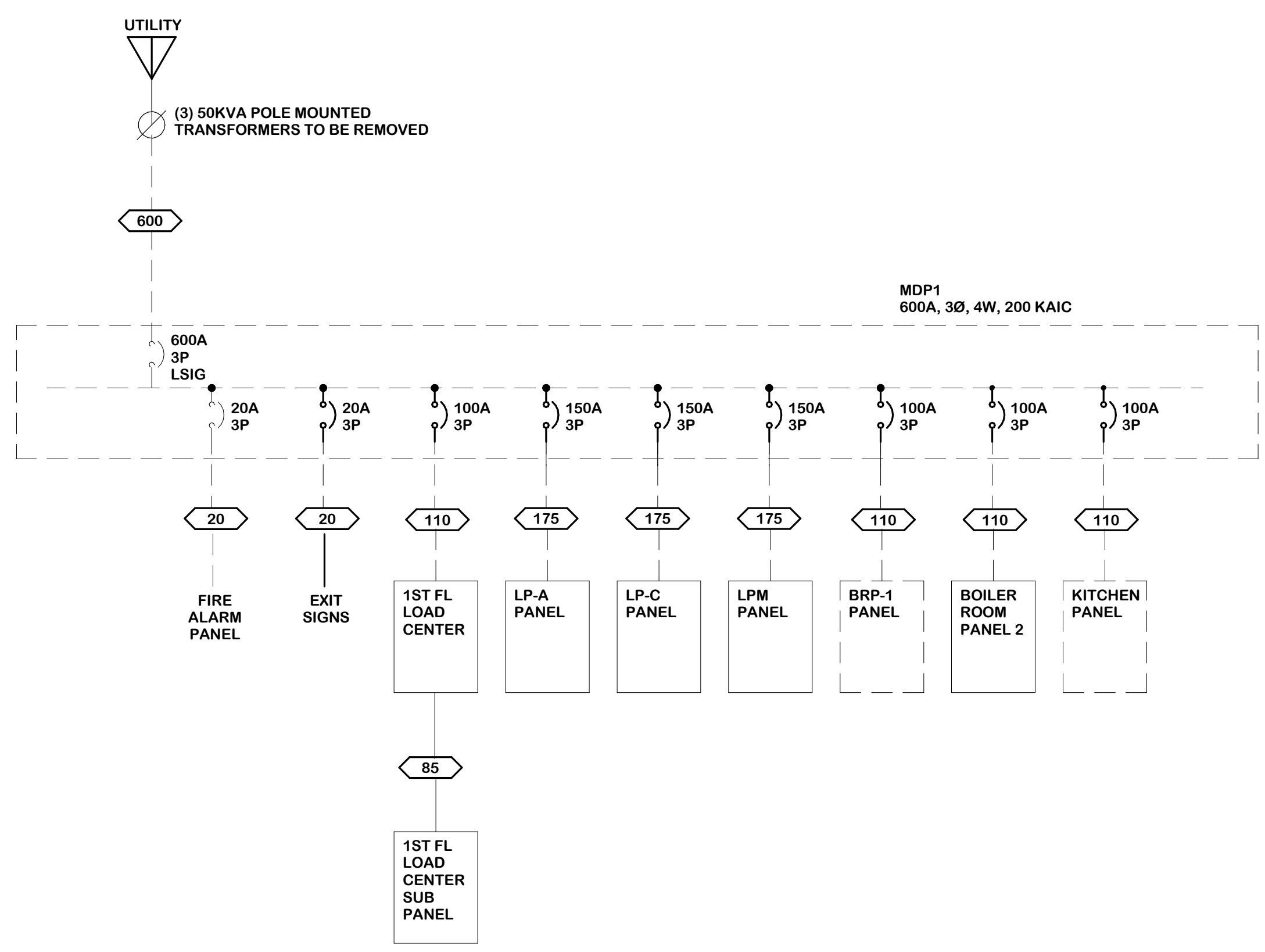
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GENERAL NOTES:
 1. SEE DRAWING E500 FOR APPLICABLE GENERAL NOTES, ABBREVIATIONS, SYMBOLS AND LEGENDS
 2. REFER TO MINIMUM CONDUIT AND WIRING SCHEDULE ON DRAWING E500 FOR FEEDER INFORMATION

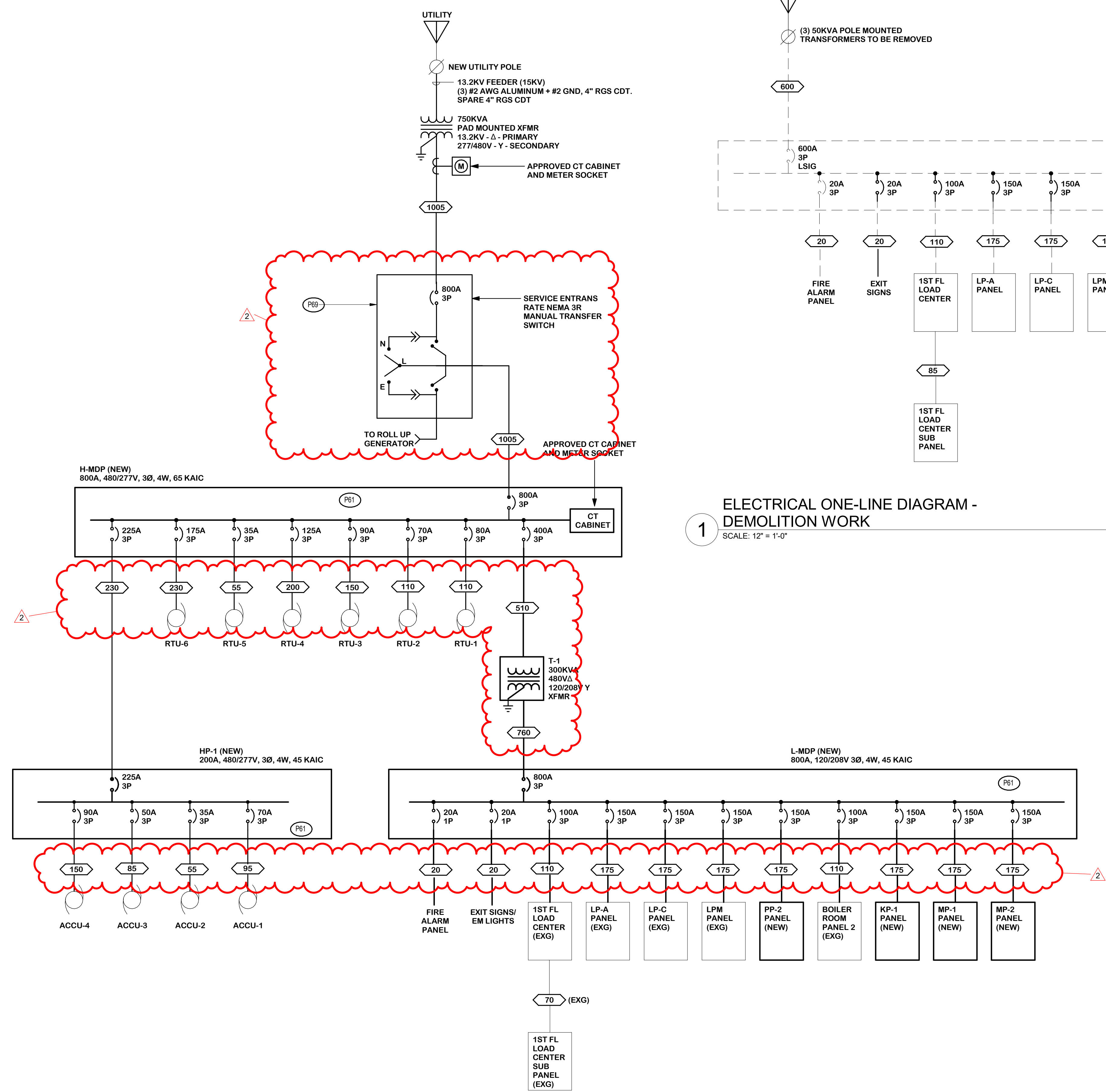
ELECTRICAL KEYED NOTES:
 P69 PROVIDE A SALIENT MODEL NUMBER MTSW08033XMR800V RM K3SP MANUAL TRANSFER SWITCH (MTS). MTS TO BE INSTALLED ON EXTERIOR WALL OF ELECTRIC ROOM AT 3" TO BOTTOM OF MTS.

SINGLE LINE SHEET NOTES

- A. OVERCURRENT DEVICES OF ENTIRE DISTRIBUTION SYSTEM SHALL MEET STATED FAULT CURRENT VALUES WITH FULLY RATED EQUIPMENT.
- B. CONDUCTOR LENGTHS INDICATED ON THE SINGLE LINE DIAGRAM ARE FOR FAULT CURRENT CALCULATIONS ONLY. ACTUAL LENGTH SHALL BE DETERMINED BY FIELD CONDITIONS AND ACTUAL ROUTES OF FEEDERS.
- C. REFER TO SWITCHBOARD SCHEDULES AND DISTRIBUTION PANEL SCHEDULES FOR ADDITIONAL REQUIREMENTS. WHERE A DISCREPANCY EXISTS BETWEEN EQUIPMENT ON THE SINGLE LINE DIAGRAM AND THE DETAILED SCHEDULES, THE ITEM OR ARRANGEMENT WITH BETTER QUALITY, GREATER QUANTITY, OR HIGHER COST SHALL BE USED.
- D. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- E. REFER TO THE MOTOR AND SPECIAL CONNECTION SCHEDULE FOR ALL FEEDERS DESIGNATED "SC".
- F. GROUNDING ELECTRODE CONDUCTOR SIZES ARE NOT INDICATED ON THE SINGLE LINE DIAGRAM ARE. REFER TO THE GROUNDING RISER DIAGRAM FOR CONNECTIONS AND CONDUCTOR SIZES.



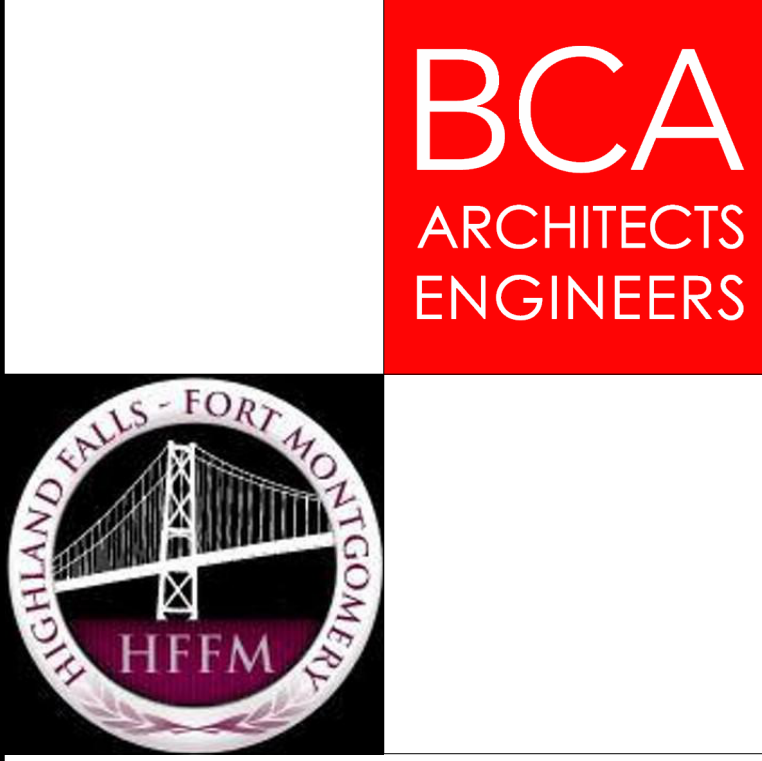
1 ELECTRICAL ONE-LINE DIAGRAM - DEMOLITION WORK
 SCALE: 12" = 1'-0"



2 ELECTRICAL ONE-LINE DIAGRAM - NEW WORK
 SCALE: 12" = 1'-0"

KEY PLAN:

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HIGHLAND FALLS-FORT MONTGOMERY CSD
 ALTERATIONS AND ADDITIONS TO:
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REV	DATE	DESCRIPTION
1	05/28/2024	SED ADDENDUM #1
2	07/17/2024	BID ADDENDUM NO.3

DRAWN BY MAH, TMF PROJECT NUMBER 2022-138
 CHECKED BY SGV DATE 06/07/2024
ELECTRICAL DIAGRAMS

BUILDING NUMBER SHEET NUMBER
ES E400

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FEEDER TYPE	COPPER CONDUCTORS		CONDUIT SIZE			
	Ø & N	GND	20" N+GND	30" N+GND	30" H+GND	30" 2N+2GND
20	#12	#12	1 1/2"	1 1/2"	1 1/2"	3/4"
30	#10	#10	1 1/2"	1 1/2"	3/4"	3/4"
40	#8	#10	3/4"	3/4"	1"	1"
55	#6	#10	1"	1"	1"	1"
70	#4	#8	1 1/4"	1 1/4"	1 1/4"	1 1/4"
85	#3	#8	1 1/4"	1 1/4"	1 1/4"	1 1/2"
95	#2	#8	1 1/4"	1 1/4"	1 1/2"	1 1/2"
110	#1	#6	1 1/2"	1 1/2"	1 1/2"	2"
150	#10	#6	1 1/2"	1 1/2"	2"	2"
175	#10	#6	2"	2"	2"	2 1/2"
200	#30	#6	2"	2"	2"	2 1/2"
230	#40	#4	2"	2"	2 1/2"	2 1/2"
255	250 KCM	#4	2 1/2"	2 1/2"	2 1/2"	3"
285	300 KCM	#4	2 1/2"	3"	3"	3"
310	350 KCM	#3	3"	3"	3"	3 1/2"
335	400 KCM	#3	3"	3"	3"	3 1/2"
380	500 KCM	#3	3"	3"	3 1/2"	4"
510	(2) 250 KCM	(2) #1	(2) 2 1/2"	(2) 2 1/2"	(2) 3"	(2) 3"
570	(2) 300 KCM	(2) #1	(2) 2 1/2"	(2) 2 1/2"	(2) 3"	(2) 3 1/2"
620	(2) 350 KCM	(2) #1	(2) 3"	(2) 3"	(2) 3"	(2) 3 1/2"
760	(2) 500 KCM	(2) #10	(2) 3"	(2) 3"	(2) 3 1/2"	(2) 4"
1005	(3) 400 KCM	(3) #20	(3) 3"	(3) 3"	(3) 3"	(3) 3 1/2"
1240	(4) 350 KCM	(4) #30	(4) 3"	(4) 3"	(4) 3"	(4) 3 1/2"
1260	(3) 600 KCM	(3) #30	(3) 3 1/2"	(3) 3 1/2"	(3) 4"	(3) 5"
1875	(5) 400 KCM	(5) #40	(5) 3"	(5) 3"	(5) 3 1/2"	(5) 4"
1880	(4) 600 KCM	(4) #40	(4) 3 1/2"	(4) 3 1/2"	(4) 4"	(4) 5"
2010	(6) 400 KCM	(6) 250 KCM	(6) 3"	(6) 3"	(6) 3 1/2"	(6) 4"
2100	(5) 600 KCM	(5) 250 KCM	(5) 3 1/2"	(5) 3 1/2"	(5) 4"	(5) 5"
2520	(6) 600 KCM	(6) 350 KCM	(6) 3 1/2"	(6) 3 1/2"	(6) 4"	(6) 5"
2660	(7) 500 KCM	(7) 350 KCM	(7) 3 1/2"	(7) 3 1/2"	(7) 3 1/2"	(7) 5"
3040	(8) 500 KCM	(8) 400 KCM	(8) 3 1/2"	(8) 3 1/2"	(8) 3 1/2"	(8) 5"
4275	(8) 750 KCM	(8) 500 KCM	(8) 4"	(8) 4"	(8) 5"	(8) 5"

EQ EQUIPMENT FEEDER - REFER TO ELECTRICAL EQUIPMENT SCHEDULE

200 - 4 - 1G FEEDER DESIGNATION

- GROUND CONDUCTORS:
 (0) - NO GROUND
 (1G) - EQUIPMENT GND OR ISOLATED GND
 (2G) - EQUIPMENT GND AND ISOLATED GND
 SYSTEM DESCRIPTION:
 (3) - 12, 3W OR 30, 3W
 (4) - 30, 4W
 (5) - 30, 5W (2 NEUTRALS)
 CONDUCTOR AMPACITY:
 (SEE FEEDER SCHEDULE)

GENERAL NOTES:

- THE ABOVE FEEDER SCHEDULE IS A SCHEDULE OF TYPICAL FEEDERS AND SOME SIZES MAY NOT BE UTILIZED.
- ALL CONDUCTOR AMPACITIES ARE BASED ON TABLE 310-15(B)(16) OF THE NEC FOR COPPER CONDUCTOR TYPE THW/THWN.
- FEEDER SIZES SHOWN ON THE RISER DIAGRAM INDICATE FEEDER AMPACITIES AND DO NOT NECESSARILY CORRESPOND TO CIRCUIT BREAKER AMPACITIES. CERTAIN FEEDERS MAY BE SIZED FOR THE DERATION FACTORS REQUIRED BY CODE AND/OR ARE OVERSIZED FOR VOLTAGE DROP.
- WHERE MULTIPLE CONDUITS AND CONDUCTORS ARE INDICATED FOR A SINGLE FEEDER, EACH CONDUIT SHALL CONTAIN 1 PARALLEL PHASE, NEUTRAL, AND GROUND CONDUCTORS INDICATED.
- CONDUIT ABOVE GRADE Indoors SHALL BE EMT. CONDUIT ABOVE GRADE OUTDOORS SHALL BE GALVANIZED IMC OR RMC. CONDUIT BELOW GRADE SHALL BE PVC WITH GALVANIZED RMC ELBOWS. CONDUIT SIZE INDICATED IS MINIMUM SIZE REGARDLESS OF CONDUIT TYPE.
- CONDUITS SIZED LARGER THAN INDICATED SHALL BE PERMITTED FOR RUNS WITH UP TO (4) 90° ELBOWS, OR FOR PULLING LONGER RUNS.

ELECTRICAL EQUIPMENT CONNECTION SCHEDULE

ID	LOCATION	NO.	MOTOR	EQUIPMENT INFORMATION			CIRCUIT INFORMATION			MOTOR STARTER			DISCONNECT			FIRE ALARM FAN SHUT-DOWN	DUCT MOUNTED DETECTOR(S)	SCHEDULE NOTES	ID						
				FLA	MCA	BREAKER SIZE	VOLT	PH	PANEL	NO.	WIRE & CONDUIT SIZE	DESCRIPTION	NEMA ENCLOSURE	FURNISH	INSTALL					LOCATION	DESCRIPTION	NEMA ENCLOSURE	FURNISH	LOCATION	
ACU-1	ROOF	--	0	0.00 hp	45.0 A	26.2 A	70.0 A	480 V	3	HP-1	1.3.5	3#4-86.1" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - FUSED SWITCH	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-1
ACU-2	ROOF	--	0	0.00 hp	22.5 A	28.1 A	35.0 A	480 V	3	HP-1	2.4.6	3#8-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - FUSED SWITCH	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-2
ACU-3	ROOF	--	0	0.00 hp	34.8 A	43.3 A	50.0 A	480 V	3	HP-1	7.8.11	3#6-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - FUSED SWITCH	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-3
ACU-4	ROOF	--	0	0.00 hp	63.7 A	79.6 A	90.0 A	480 V	3	HP-1	8.10.12	3#2-86.1" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - FUSED SWITCH	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-4
ACU-5	ROOF	--	0	0.00 hp	13.7 A	17.1 A	20.0 A	208 V	1	MP-2	9.11	3#10-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-5
ACU-6	ROOF	--	0	0.00 hp	18.1 A	22.6 A	25.0 A	208 V	1	MP-2	4.6	3#10-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-6
ACU-7	ROOF	--	0	0.00 hp	9.9 A	12.4 A	20.0 A	208 V	1	MP-1	1.3	3#10-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-7
ACU-8	ROOF	--	0	0.00 hp	12.2 A	15.2 A	20.0 A	208 V	1	MP-2	39.61	3#10-103.34" C	MANUF - SINGLE POINT POWER	3R	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	3R	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-8
ACU-10.3	P.E. OFFICE	102-3	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-10.3
ACU-103	O.T.P. OFFICE	103	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-103
ACU-104	KINDERGARTEN CLASSROOM 11	104	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-104
ACU-104.2	OFFICE	104-2	0	0.00 hp	0.2 A	0.3 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-104.2
ACU-105	KINDERGARTEN CLASSROOM 10	105	0	0.00 hp	1.1 A	1.4 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-105
ACU-106	PRE-K CLASSROOM 9	106	0	0.00 hp	1.1 A	1.4 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-106
ACU-110	PRE-K CLASSROOM 8	110	0	0.00 hp	1.4 A	1.8 A	20.0 A	208 V	1	MP-2	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-110
ACU-111	ART / MUSIC ROOM	111	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	13.15	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-111
ACU-114	I.T. CLOSET	114	0	0.00 hp	9.9 A	12.4 A	20.0 A	208 V	1	MP-1	5.7	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - FUSED SWITCH	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-114
ACU-115	MEDIA / STREAM ROOM	115	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	13.15	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-115
ACU-117	RESOURCE ROOM	109	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	13.15	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-117
ACU-117.2	EXAM 3	117-2.3	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	13.15	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-117.2
ACU-119	MAIN OFFICE (S) 3	E119-3	0	0.00 hp	0.3 A	0.4 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-119
ACU-121	PRINCIPAL'S OFFICE (S) 3	E121-3	0	0.00 hp	0.3 A	0.4 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-121
ACU-122	2ND GRADE CLASSROOM	E122-3	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-122
ACU-123	LIBRARY (S) 3	E123-3	0	0.00 hp	0.3 A	0.4 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-123
ACU-124	2ND GRADE CLASSROOM 2-3	E124-3	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-124
ACU-127	1ST GRADE CLASSROOM	E127-3	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-1	23.25	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-127
ACU-202	ELECTRICAL ROOM	202	0	0.00 hp	9.9 A	12.4 A	20.0 A	208 V	1	MP-2	27.29	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-202
ACU-203	FACULTY ROOM	203	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	7.9	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-203
ACU-204	K-2 GRADE CLASSROOM	204	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	7.9	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-204
ACU-204.2	OFFICE	204-2	0	0.00 hp	0.2 A	0.3 A	20.0 A	208 V	1	MP-2	7.9	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-204.2
ACU-205	FIRST GRADE CLASSROOM 13	E205	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	7.9	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-205
ACU-206	KINDERGARTEN CLASSROOM 14	E206	0	0.00 hp	1.2 A	1.5 A	20.0 A	208 V	1	MP-2	7.9	3#10-103.34" C	MANUF - SINGLE POINT POWER	1	MANUF.	MANUF.	AT UNIT	DIV. 26 - CIRCUIT BREAKER	1	DIV. 26	AT UNIT	(none)	(none)	12.3.5.7	ACU-206

