

NOTICE TO BIDDERS
CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

CCSD BID # B2018-18

Mirrors: Materials and Installation for Horace Greeley High School Mind and Body Studio

Sealed bids will be received until **January 3rd, 2018 by no later than 11:00am** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York – mailing address: Chappaqua Central School District, P.O. Box 21, Chappaqua, New York 10514-at which time and place all bids will be opened and read publicly. Specifications and Bid Forms may be obtained at the school district website www.ccsd.ws as follows:

- District
- Departments
- Business Office
- Procurement
- School Year 2018-2019
- Bids
- CCSD Bid # B2018-18: Mirrors: Materials and Installation for Horace Greeley High School Mind and Body Studio

If further information is needed, call the Purchasing Office at 914 238-7200, Ext. 1013 or e-mail at mitrnik@ccsd.ws.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District.

HORACE GREELEY HIGH SCHOOL FITNESS CENTER MIRRORS

SED No. 66-10-04-06-0-015-017

**DECEMBER 7, 2018
CONSTRUCTION DOCUMENTS**

CHAPPAQUA CENTRAL SCHOOL DISTRICT

P.O. Box 21, 66 Roaring Brook Road
Chappaqua, NY 10514

ARCHITECT:

KG+D ARCHITECTS, PC
285 Main Street
Mount Kisco, NY 10549

THE UNDERSIGNED CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE, AND BUILDING STANDARDS OF THE EDUCATION DEPARTMENT, AND THAT THE PLANS AND SPECIFICATIONS REQUIRE THAT NO ASBESTOS CONTAINING MATERIAL SHALL BE USED.

Erik A. Kaeyer, AIA, LEED AP

Index to Technical Portion of the
Project Manual/Specifications

Chappaqua Central School District

Alterations at
Horace Greeley High School Fitness Center

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SECTION 00 21 00

INVITATION AND INSTRUCTIONS TO BIDDERS

1.01 OWNER, PROJECT, ARCHITECT, BID PROCEDURE

- A. The Owner, Chappaqua Central School District; 66 Roaring Brook Road; Chappaqua, NY 10514; invites sealed bids for the Alterations at Horace Greeley High School Fitness Center located at 70 Roaring Brook Road; Chappaqua, NY 10514 as described in the accompanying contract documents as prepared by Kaeyer, Garment and Davidson Architects, P.C. located at 285 Main Street; Mt. Kisco, NY 10549.
- B. Bids shall be received in accordance with the New York State Public Bidding Laws, this project will be executed under MULTIPLE CONTRACTS as noted below and scope of work generally as outlined in Section 01 10 00:

Contract #1 MIRRORS

- C. The attention of all bidders is directed to the fact that a single set of documents exist for the construction of the Project as a whole. Work on each sheet, or within any technical specification section may or may not have an effect on the work of any single Contractor. Failure on the part of any Contractor to examine all documents will not be cause for additional cost to the Owner.

1.02 DISCREPANCY

- A. Should any bidder find any discrepancies in, or omission from, the Contract Documents, or should the bidder be in doubt as to the meaning of any portion of said documents, they shall at once notify the Architect and obtain an interpretation or clarification prior to submission of their bid.
- B. Any request for interpretation or clarification given in accordance with this provision shall be sent in writing to the architect via email (rcarper@kgdarchitects.com).
- C. The bidder may, during the bidding period, be advised by addendum of additions, deletions, or alterations in any of the documents forming a part of this Contract. All such additions, deletions or alterations shall be included in the work covered by the bid and shall become a part of this Contract.

Upon such mailing or delivery and making available for inspection, such addendum shall become a part of the Contract Documents and shall be binding on all Bidders whether or not the Bidder receives or acknowledges the actual notice of such addendum.

The requirements contained in all Contract Documents shall apply to all addenda.

**CUTOFF DATE FOR RECEIPT OF REQUESTS FOR INFORMATION (RFI'S)
SHALL BE 5 WORKING DAYS PRIOR TO DESIGNATED DATE FOR RECEIPT
OF BIDS.**

- D. Only interpretations, corrections or additional Contract provisions made in writing by the Architect as addenda shall be binding. No officer, agent or employee of the Owner or the Architect is authorized to explain or to interpret the Contract

Documents by any other method and any such explanation or interpretation, if given, shall not be relied upon by the Bidder.

- 1.03 REPRESENTATION - Each bidder, by making their bid, represents that -
- A. They have read and understands the Bidding Documents (consisting of the Project Manual, Drawings and Addenda (if any) and their Bid is made in accordance therewith.
 - B. They have visited the site and have familiarized themselves with the conditions under which the work is to be performed.
 - C. All materials to be incorporated in the work shall be "asbestos free" in their manufacture.
- 1.04 DOCUMENTS
- A. Bidders may obtain electronic copies of the Bid Documents **on or after Friday, December 14, 2018** by contacting Mike Trnik at the Chappaqua Central School District Administration Office; phone 914-238-7200 Ext 1013 or by e-mail at mitrnik@ccsd.ws.
- 1.05 INFORMATIONAL MEETING - All bidders are advised that an informational meeting will be held as follows:
- A. Date – Tuesday, December 18, 2018
 - B. Local Prevailing Time – 10:30am
 - C. Location – Horace Greeley High School Main Entrance
 - D. Any and all questions that may arise as a result of this meeting will be recorded and answered by the Addendum process.

NOTE: ALL BIDDERS WILL BE PRESUMED TO HAVE FULL KNOWLEDGE OF THE SITE, AND ALL INFORMATION AVAILABLE AT THE PRE-BID WALK THROUGH. NO EXTRA COST OR TIME EXTENSIONS WILL BE GRANTED BECAUSE OF LACK OF KNOWLEDGE OF ON SITE CONDITIONS, APPARENT, OR DATA AVAILABLE DURING THE WALK THROUGH.

- 1.06 BIDDING
- A. Sealed bids, with the name and address of the Bidder contained thereon, will be received at the Education Center, PO Box 21, 66 Roaring Brook Road, Chappaqua, New York; on or before January 3, 2018 not later than 2:00pm Local Prevailing Time at which time all bids will be opened publicly and read aloud.
 - B. All bids shall be submitted in duplicate on the Proposal Forms provided within the specifications and shall be submitted in an opaque sealed envelope with the following contained thereon:
 - 1. Project Name.
 - 2. Contract Number.
 - 3. Type of Construction.
 - 4. Name of Bidder.
 - 5. Mark "SEALED BID".
 - C. All spaces on Proposal Form must be completed. All signatures shall be in ink and in longhand.
 - D. No oral or telephonic proposals or modifications of proposals will be considered.
 - E. In accordance with Section 135 of the New York State Finance Law, commonly known as the "Wick's Law" and applicable to the jurisdiction of the Project, each

- Bidder must submit in a sealed envelope within his bid package a list of all subcontractors including their names, addresses, contact information and the value of their contracts. This list may not be changed except at the direction of the Owner.
- F. Any proposals containing exceptions or modifications may, at the Owner's option, be disqualified.

1.07 QUALIFICATIONS OF BIDDER

- A. The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work.
- B. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner.
- C. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Owner that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

1.08 POST BID PROCEDURES

- A. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. When requested by the Architect, bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
1. a signed and notarized bidder qualification statement (see Section 00 45 13);
 2. the names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project;
 3. the bidder's proposed site safety plan;
 4. a bar chart (see paragraph 1.03, Section 01 32 00 of the General Requirements) showing the bidders' proposed plan and schedule to complete the bidder's work in accordance with the phasing milestones outlined in Section 01 10 00;
 5. the insurance certificates required by the Bid Documents;
 6. a proposed schedule of values for the bidder's work;
 7. a proposed list of submittals and a proposed schedule for making them, all keyed to the bar chart.
- C. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, the Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
- D. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Architect.
- E. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if

the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received under paragraphs A through D above in determining whether or not to accept a proposal.

- F. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
- G. Any bidder whose proposal is accepted will be required to sign the Trade Contract within ten (10) days after receiving notice of acceptance.
- H. In the event that the Owner should reject the proposal of a bidder as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the next lowest bidder and to consider the information as provided in paragraphs A through D above. In the event that the proposal of the next lowest bidder is rejected as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

1.09 APPROVAL OF SUBCONTRACTORS

- A. When requested by the Owner, Bidders shall, within the time specified by the Owner, submit to the Owner the names of the Subcontractors which the Bidder proposes to use on the project.
- B. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner.
- C. The Owner reserves the right to reject any bid if the names of proposed Subcontractors are not submitted as required.

1.10 SECURITY AND BONDS (Coordinate with Section 00 61 00)

- A. Every bid shall be accompanied by a Bid Bond in the amount of 5 percent of the Contract Sum drawn by a recognized surety authorized to conduct business in the State of New York and made payable to the Owner.
 - 1. Bid Security shall be submitted in a separate sealed envelope clearly identifying the company and project as well as the name and address of the Surety Company.
 - 2. Each Bond must be accompanied by a Power of Attorney, giving names of Attorneys-in-fact, and the extent of their bonding authority. All bonds shall be countersigned by a resident Agent and with a Surety Company or Corporation meeting the following qualifications:
 - a. Surety must be licensed to do business in the State of New York.
 - b. Surety shall be listed on the current U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority" from the Secretary of the Treasury under the Act of Congress approved July, 30, 1974 (6 U.S.C., Sec. 6-13), as Acceptable Sureties on Federal Bonds.
 - c. Surety must meet minimum rating requirements as published in current "Best's Key Rating Guide" as listed in the attachment to Section 00 61 00.
 - d. Limitations:
 - Bonding limits or bonding capacity refers to the limit or amount of bond acceptable on any one project.

- The bonding limit for each contractor shall not exceed the amount listed on the above referenced U.S. Treasury Department List for the Surety issuing the bond.
 - e. All Surety companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
 - f. Compliance: In the event any of the requirements outlined herein are not complied with, the Owner shall have the right to reject the bid or annul the Award of the Contract.
 - B. Bid security will be returned to all except the three lowest bidders, after formal analysis and evaluation of bids. No bid will be withheld beyond the forty-five (45) day period stipulated above.
 - C. Remaining bid security will be returned to bidders after Owner and successful bidder have executed the Agreement and the Owner has received and approved performance and payment bonds.
 - D. If the required agreement has not been executed within the specified period of time after the bid opening, bid security of any bidder will be returned upon his request, provided he has not been notified of acceptance of his bid prior to the date of his request.
 - E. Separate Performance and Payment Bonds will be required for the work. Each shall be in the amount of 100% of the Contract price.
 - F. The Contractors shall include in their proposal amounts the total premiums for the performance and labor and material payment bonds as set forth in Section 00 61 00.
- 1.11 TAX STATUS (Coordinate with Article 3.6 of Section 00 70 00 (AIA A201))
- A. The Owner, Chappaqua Central School District, is an educational non-profit institution and is therefore "tax-exempt" in accordance with the applicable laws of the State of New York and with Chapter 32 of the Internal Revenue Code, as most recently amended, for collection of all sales and excise taxes.
 - B. Exemption Certificates will be furnished to each Respective Prime Contractor.
- 1.12 INSURANCE
- A. Insurance as required by Article 11 of the General Conditions and as set forth in the Insurance Rider (Section 00 70 02) shall be required of each Respective Prime Contractor and shall be of forms and limits required therein.
- 1.13 EQUIVALENCY CLAUSE (Coordinate with Section 01 25 00)
- A. When in the project manual/specifications, two or more kinds, types, brands, or manufacturers of materials are named they are regarded as establishing the required standard of quality and not for the purpose of limiting competition.
 - B. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer or material other than those named in the specification, he shall, in accordance with the instructions set forth in "Post-Bid Requirements" herein, identify within three (3) days after bid submission, but in any event prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item following procedures set forth in Section 01 25 00.
 - C. Failure to so identify the perceived "equivalencies", will not relieve contractor from providing the specified items.

1.14 AWARD OF CONTRACT

- A. This notice is an offer to receive proposals for a contract and not an offer of a contract.
- B. The award of the Contract shall be made to the Bidder submitting the lowest bid if, in the opinion of the Owner, such Bidder is qualified to perform the Work involved, is responsible and reliable.
- C. Alternates, if stated in the Proposal Form, shall be chosen at the discretion of the Owner when awarding the Contract. The lowest bid will then be determined by adding to, or subtracting from, to the bidder's total base bid, all Alternates chosen by the Owner.
- D. The Bidder agrees to commence work within ten (10) days of receipt of a Notice To Proceed, Letter of Intent, and/or Execution of Contract whichever is earlier.
- E. The Owner reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any Bidder an opportunity to remedy any informality or irregularity if it is in the Owner's interest to do so.
- F. The award of the Contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations of a Bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a Bidder is accurate.

1.15 LAWS AND REGULATIONS

- A. All applicable Federal, State, County, Municipal or other laws, orders, ordinances, rules and regulations of all Authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract and shall be deemed to be included in the Contract as if fully set forth therein at length.
- B. This project is subject to wage determination as issued by the Department of Labor. Reference Section 00 46 43.
- C. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act".

1.16 ARREARS

- A. No bids will be accepted from, or contracts awarded to, any person, persons, firms or vendors who are in arrears to the Municipality upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Municipality.

1.17 NONDISCRIMINATION

- A. Notwithstanding implementation of the Owner's Affirmative Action Plan, if any, all Contractors and Subcontractors of all tiers and vendors will be required to comply with all provisions of the Civil Rights Act of 1964, Executive Order 11246 of 24 September 1965 and the relevant "Laws", "Acts" rules, regulations and orders of the Labor Department of the State of New York as amended.
- B. Liquidated Damages may be assessed for each and every calendar day that the work is not complete, after the above stated time for total completion of the work at the rates established in the General Conditions, Section 00 70 00.

07 December 2018
Construction Documents
SED No. 66-10-04-06-0-015-017

Chappaqua Central School District
Horace Greeley High School
Fitness Center Mirrors

****End of Invitation and Instructions****

SECTION 00 41 00

PROPOSAL FORM

PROJECT: Chappaqua Central School District
Additions and Alterations
Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10541

DATED: _____

To: John Chow, Assistant Superintendent for Business
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the construction of the aforementioned project in accordance with documents as prepared by Kaeyer, Garment and Davidson, Architects, P.C.; 285 Main Street, Mount Kisco, NY., Telephone: 914-666-5900 for the class of work at the aforementioned project as listed below:

(#1 – MIRRORS)

(Each bidder shall indicated in line above, class of work the Proposal is being submitted for.)

for the following LUMP SUM COST as applicable to the contract:

_____ Dollars (\$_____)

Further, the undersigned:

- agrees to execute alternates selected for the sums (additive or deductive) set forth in the attached schedule of Alternate Proposals.
- agrees to the stated percentages for extra work if ordered on a Time and Material basis in accordance with Article 7 of the Conditions to cover all overhead and profit allowance.
- Takes notice of the time constraints set forth in Section 01 10 00 and agrees to the terms of the Contract and to the Actual Damages that will be enforced should the time constraints not be kept.

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for forty-five (45) days after date of proposal.

If written Notice to Proceed, Letter of Intent or Contract is received within forty-five (45) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) days after receipt of said notice of award, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates required herein.

The Undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its' amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named Bonds and Contract; and that if the undersigned defaults in furnishing said bonds or in executing and delivering said Contract within ten (10) days of written notification of award of the Contract to him/her, then said Security shall be payable to the Owner for its' own account; but if this proposal is not accepted within said forty five (45) days of the time set for submission of Bids, or if the Undersigned executes and delivers said bonds and Contract, the Bid Security shall be returned to the Undersigned.

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum	Date	Acknowledgment

By submission of this Proposal, the undersigned acknowledges that they have read the milestone and schedule requirements, Section 01 10 00, and agrees to provide sufficient staff and organization as well as to select subcontractors, suppliers and vendors to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

The Undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

NON-COLLUSIVE AFFIDAVIT

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

NON-COLLUSIVE BIDDING CERTIFICATION

- a. By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his 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 the opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made if (a)1, 2 and 3 above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.
- Where (a)1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Further, by submission of this Proposal

- 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”
- the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

Respectfully submitted,

Contractor

By _____ Title _____

Business Name: _____

Address: _____

Telephone Number: _____

Attest: _____ Title _____

SEAL IF CORPORATION

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 April 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 _____ 201____

Notary Public: _____

OR

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

07 December 2018
Construction Documents
SED No. 66-10-04-06-0-015-017

Chappaqua Central School District
Horace Greeley High School
Fitness Center Mirrors

SWORN to before me this _____ day of _____ 201____

Notary Public: _____

** End of Proposal Form **

SECTION 00 45 13

BIDDER QUALIFICATION STATEMENT

After receipt of bids and upon notification from the Architect, the bidder shall answer all questions set forth in the form within the time required in Article 1.07 of the Invitation and Instructions to Bidders. Failure to answer these questions in full may be cause for rejection of the bidder's proposal. If more space is required, please attach additional sheets.

1. How many years has your organization been in business under your present business name?

2. How many years experience in construction work of a similar type has your organization had?

3. List below the construction projects your organization has under way as of this date:

Contract Sum	Class of Work/%Complete	Name/Address of Owner	Name & Phone # of Contact at Owner

4. List below a minimum of three (3) projects which your firm, as a firm, has performed in the past five (5) years which you feel will qualify you for this work.

Contract Sum	Class of Work/%Complete	Name/Address of Owner	Name & Phone # of Contact at Owner

5. Have you ever failed to complete any work awarded to you?
☐ Yes ☐ No; If Yes, where and why?

6. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? ☐ Yes ☐ No; If Yes, state:

Name of Individual(s)	Name of Owner(s)	Reason(s)
-----------------------	------------------	-----------

7. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?
☐ Yes ☐ No; If yes, state:

Name of Individual(s)	Name of Owner(s)	Reason(s)
-----------------------	------------------	-----------

8. Has your firm or organization ever received a Notice of Default or Notice of Termination or ever been defaulted or terminated on a Project.

The undersigned hereby authorizes and requests any firm, person or corporation to furnish any information requested by the Owner or Architect in verification of the matters contained in the Bidder Qualification Statement.

Dated _____, 20__

(Name of Bidder)

By _____

Title _____

STATE OF)
S.S.
COUNTY OF)

_____ of _____

Signature _____

Notary Public, County of _____

Qualification Statement

SECTION 00 46 43

WAGE AND HOUR RATES

1.01 GENERAL

- A. The following are instructions for obtaining the minimum wage rates, health and welfare and pension fund contributions as determined by the Industrial Commissioner of the State of New York in accordance with the provisions of Section 220 of the Labor Law.
- B. All contractors will be bound and obligated by the Laws of New York State to insure payment to all workers involved with the construction of the Project.

1.02 MINIMUM WAGE RATES

- A. The current wage and benefit rates are available when following the instructions on the attached page.

The "Request for Wage and Supplement Information" (PW 39) you have submitted has been accepted, and a Prevailing Rate Case Number (PRC# 2018014436 - HG HS Fitness Center Mirrors) has been assigned to the project.

To access the PDF file of your schedule, click on <https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1469283> or copy and paste into your browser

New York State Department of Labor
Prevailing Wage[Unemployment
Benefits](#)[Career
Services](#)[Business
Services](#)[Worker
Protection](#)[Forms and
Publications](#)[Home](#)[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2018006676

Type of Contracting Agency: Local School District

Acceptance Status: Accepted Article 8

Contracting Agency

Chappaqua CSD
John Chow
Asst. Supt of Business
66 Roaring Brook Road
Chappaqua, NY 10514(914) 238-7002 Ext: 1006
jochow@ccsd.ws

Send Reply To

Teresa Jarrard
KGD Architects
285 Main Street
Mount Kisco NY 10549(914) 666 -5900
tjarrard@kgdarchitects.com

Project Information

Project Title Horace Greeley HS Fitness Cent**Description of Work** Level 2 alterations to existing gymnasium and fitness center**Contract Id No.** 2018-1031**Project Location(s)** 70 Roaring Brook Road**Route No / Street Address****Village / City** Chappaqua**Town****State / Zip** NY 10514**Nature of Project** Addition to Existing Structure**Approximate Bid Date** 03/01/2019**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Westchester

AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

and the Contractor:
(Name, legal status, address and other information)

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

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514
SED No. 66-10-04-06-0-015-017

The Construction Manager:
(Name, legal status, address and other information)

School Construction Consultants, Inc., General Corporation
190 Motor Parkway, Suite 201
Hauppauge, NY 11788
Telephone No. 631.567.0200

The Architect:
(Name, legal status, address and other information)

KG+D Architects, PC
285 Main Street
Mount Kisco, NY 10549
Telephone No. 914.666.5900

The Owner and Contractor agree as follows.

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 A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

As per the "Milestone Schedule" found in Division 01 of the Specifications included in **Exhibit A, the Bid Package with Project Manual, dated [TBD]**.

Portion of the Work
See Milestone Schedule

Substantial Completion Date
See Milestone Schedule

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

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

☒ [X] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 The Stipulated Sum is based on the following **alternates, if any**, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

TBD

§ 4.2.3 Unit prices, if any: **TBD**
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)
(Table deleted)

§ 4.2.4 Allowances included in the Stipulated Sum, if any: **TBD**
(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the fifteenth (15th) day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon Substantial Completion, the Owner shall make payment of retainage. Such payment shall be net of an amount equal to 200% of the value of all punch list items and unsettled claims, which amount will be held by the Owner until final completion of the Work in accordance with the Contract Documents is achieved.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

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

The Owner shall appoint a representative that will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

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

☒ Litigation in a court of competent
(Paragraphs deleted)
jurisdiction in Westchester County, NY.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest at rate in effect on the date when the interest is made, and the interest rate, notwithstanding any other provision of the law to the contrary, shall be computed at the rate equal to the overpayment rate set by the commissioner of taxation and finance, pursuant to N.Y. Tax Law § 1096(e).

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. John Chow
Assistant Superintendent for Business
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

§ 8.4 The Contractor's representative:
(Name, address and other information)

TBD

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

- .1 This Agreement may not be modified except by a written amendment signed by both parties hereto.
- .2 The language of this Agreement and General Conditions shall not be interpreted in favor of or against

Init.

either party hereto, as drafter of this Agreement and General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in Exhibit A, the Bid Package with Project Manual, dated [TBD]
(Table deleted)

§ 9.1.4

(Paragraphs deleted)

Specifications are those contained in Exhibit A, the Bid Package with Project Manual, dated [TBD], attached hereto.
(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings are listed in Exhibit A, the Bid Package with Project Manual, dated [TBD], attached hereto.
(Table deleted)

§ 9.1.6 The

(Paragraphs deleted)

Addenda are listed in Exhibit B, Addenda List, attached hereto.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

.1 A232-2009, General Conditions of the Contract for Construction;

.2 Exhibits:

Exhibit A – Bid Package with Project Manual, dated [TBD]

Exhibit B – Addenda List

(Paragraphs deleted)

Exhibit C – Contractor's Bid Forms

Exhibit D – Insurance Requirements

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

(Table deleted)

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

OWNER (Signature)

President, Board of Education

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

Exhibit A

BID PACKAGE WITH PROJECT MANUAL

Exhibit B

LIST OF ADDENDA

Exhibit C

CONTRACTOR'S BID RESPONSE FORMS

Exhibit D

INSURANCE REQUIREMENTS
Insurance to be Provided by Contractor

EXHIBIT D
INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

A. Required Coverage. Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability (the “Policies”):

1. *Commercial General Liability* (“CGL”) coverage with primary limits of insurance of not less than **\$1,000,000** for each occurrence and **\$2,000,000** in the aggregate.

- a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b. CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01 or a substitute form, approved by the Owner, providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
- c. CGL coverage shall be issued on an “Occurrence” basis. “Claims Made” coverage is not acceptable.
- d. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, and plumbing) that are covered by CGL.
- e. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
- f. Owner and all additional insureds listed in **Section B 9.** below, shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or a combination of CG 20 10 (10 01) & CG 20 37 (10 01), or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds.
 - (1) The additional insured endorsement shall not require privity of contract with the named insured.
 - (2) The coverage provided to the additional insureds shall be at least as broad as the coverage provided to the Contractor under the policy.
 - (3) Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds. Therefore coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the Contractor.
- g. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years after final completion of the Work.
- h. The CGL coverage shall not contain any “Montrose” language.

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

- i. The only acceptable Professional Liability exclusion is CG 22 79 07 98 (or its equivalent).
- j. CGL coverage shall not exclude bodily injury to employees or contain any so-called “Labor Law” exclusions.
- k. CGL coverage shall not exclude work at specific heights or otherwise contain any “Scaffold Law” exclusion.
- l. CGL coverage shall not exclude losses from “earth movement” or contain any endorsement excluding coverage for XCU (Explosion, Collapse, or Underground).
- m. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Contractor shall be responsible for the deductible amount for any paid claim.
- n. Contractor shall provide a completed ACORD 855 endorsement.

2. *Automobile Liability*

- a. Business Auto Liability with limits of at least **\$1,000,000** combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

3. *Commercial Umbrella*

- a. Umbrella limits must be at least **\$5,000,000**.
- b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, and plumbing) that are covered by the policy.
- d. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance (whether issued on a primary or excess basis) or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Automobile Liability, and Employers Liability coverages maintained by the Contractor.
- e. Umbrella coverage shall “follow form” to the CGL and shall not otherwise have exclusions for residential projects, territorial limitations, bodily injury to employees, Labor Law exclusion, work at heights exclusion, Scaffold Law exclusion, or any other exclusion deemed unacceptable to the Owner.
- f. Umbrella coverage shall have the same inception dates as the underlying liability policies, and shall be maintained throughout the course of the Project (i.e. ongoing operations) and thereafter shall provide completed operations coverage for a period of six (6) years following the final completion of the Work.

4. *Workers Compensation and Employers Liability*

- a. Workers’ Compensation Insurance Coverage for all of Contractor’s workers at the site of the Project, with statutory required limits. Contractor shall require all of

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

Subcontractors to provide Workers' Compensation insurance for all the Subcontractor's employees unless such employees are covered by the protection afforded by the Contractor.

- b. Employers Liability Insurance limits of at least **\$500,000** each accident for bodily injury by accident and **\$500,000** each employee for injury by disease.

5. *Pollution Insurance*

- a. If any abatement work is within the Contractor's scope of work, Contractor shall be required to provide Contractors Pollution Liability ("CPL") insurance providing liability and defense coverage for bodily injury and property damage from any work that involves abatement, removal, replacement, repair, enclosure, encapsulation, demolition and/or disposal of any hazardous material or substance, including, but not limited to, asbestos and lead hazards.
- b. The CPL insurance shall remain in force for both on-site and off-site exposures.
- c. The CPL coverage shall contain limits of **\$2,000,000** per occurrence and **\$2,000,000** aggregate.
- d. The CPL insurance shall be issued on an "occurrence" basis and shall be for a term of no less than ten (10) years.
- e. If Underground Storage Tanks ("USTs") work is within the Contractor's scope, the CPL insurance must apply to losses involving unknown USTs.
- f. The CPL coverage must include a definition of "property damage" that includes diminution in value of third-party property.
- g. The CPL coverage must apply to pollution from products brought onto the work site where Work is being performed.
- h. The CPL coverage must contain a definition of "stop loss" or "cleanup cost cap" that includes monitoring activities.
- i. The CPL coverage must contain a definition of "cleanup costs" that includes any costs associated with natural resources damages.
- j. The CPL coverage must contain a statement that exclusions for modifications of remedial action plans ("RAP") shall not include changes required by regulatory agencies (either via a change in regulation, or as a result of governmental entity oversight, increased levels or quantities of pollutants within the boundary of the RAP, discovery of pollutants not identified in the exclusion, and amendments to the RAP because of a change in technological approach).
- k. If the Contractor's scope of work does not include any abatement, Contractor shall not be required to provide CPL insurance.

6. *Professional Liability*

- a. If Contractor is providing design, engineering and/or any other professional services, Contractor shall provide and maintain professional liability insurance having minimum limits of no less than **\$2,000,000** per claim, **\$2,000,000** aggregate. Coverage will be maintained for the duration of the Project and thereafter for a period of six (6) years following the final completion of the Work.

7. *Personal Property*

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

- a. Contractor shall secure, pay for, and maintain “all risk” Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Contractor (or its employees), or by any of its Subcontractors (or their employees).
- b. Contractor shall also secure, pay for, and maintain Business Property Insurance and/or Business Income Coverage adequate to protect against the loss of its computers, peripheral devices, media, computer equipment, data and software. Coverage should be provided for the costs to research, replace or repair lost or damaged data and software as a result of covered damage to, among other things, computer equipment, certain power failures, or a computer virus. The requirement to secure and maintain such insurance is solely for the benefit of Contractor.
- c. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Contractor, as described in **Sub-Sections a. and b.** above.
- d. The policy above shall contain a waiver of subrogation in favor of the Owner.
- e. Failure of Contractor to secure such insurance as described in **Sub-Sections a. and b.** above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Contractor.

8. Other Required Insurance

- a. Notwithstanding any other provision of the Contract Documents, Owner may require Contractor to provide, at Contractor’s expense, any other form or limit of insurance necessary to secure the interests of Owner. Owner will provide advanced written notice to Contractor of any such changes.

B. General Requirements. Each of the Policies identified above in **Section A**, are subject to the following terms and conditions:

1. ***New York State Authorized.*** All of the Contractor’s insurance policies naming the Owner as an additional insured shall be from an A.M. Best rated “secured” or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred.
2. ***Waiver of Subrogation.*** Contractor waives all rights against Owner, Construction Manager, Architect and their respective agents, officers, directors, consultants and employees for recovery of damages to the extent these damages are covered by any of the insurance policies maintained per the requirements stated above.
3. ***Retention of Subcontractors.*** Contractor shall not sublet any part of its work without written approval from the Owner. Contractor shall not sublet any part of its work without assuming full responsibility for requiring similar insurance from its Subcontractors and shall submit satisfactory evidence to that effect to the Owner. Contractor shall require that Subcontractors procure and maintain insurance coverage commensurate with the level of services it shall provide and as may be required in writing by the Owner and/or

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

its agent, and subject to the same terms and conditions as are provided in this Exhibit. Contracts with Subcontractors will specifically require additional insured status for the Owner.

4. **NYSIR.** The Owner is a member of the New York Schools Insurance Reciprocal (“NYSIR”). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Owner, but also NYSIR as the Owner’s insurer.
5. ***Additional Insured Coverage.*** Except as to the Workers Compensation Policy and any acquired Professional Liability Policy, each policy of insurance acquired by Contractor pursuant to the Contract Documents shall include the Owner, and the parties identified in **Section B 9.** below as additional insureds.
 - a. Any coverage afforded to Owner shall be primary and non-contributory to any coverage insuring the Owner as a named insured, regardless of whether such coverage is issued on a primary or excess basis.
 - b. Additional insured status for the Owner must include both on-going and completed operations with confirmation of that written in the description section of the certificate of insurance.
 - c. The presence of engineers, inspectors or other employees or agents of the Owner at the Project shall not invalidate coverage afforded to the additional insureds.
 - d. Violation of any of the terms of the policies in question by one additional insured or the named insured shall not inviolate this policy as to another additional insured.
6. ***Evidence of Insurance.*** Contractor is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, and the completed ACORD 855 endorsement, prior to the commencement of the Work or use of Owner’s facilities. At the Owners request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested by the Owner or Construction Manager, Contractor will provide a copy of the policies (including policy endorsements and forms) obtained by Contractor in compliance with this Exhibit.
7. **Contractor Non-Compliance.**
 - a. At any time that the coverage provisions and limits on the policies required under the Contract Documents fail to meet the provisions and limits set forth above, Contractor shall immediately cease work on the Project. Contractor shall not resume work on the Project until authorized to do so by Owner. Any delay or time lost as a result of Contractor not having the required insurance shall not give rise to a Claim, as defined in the Contract Documents, against Owner.
 - b. Should Contractor fail to provide or maintain any insurance required by the Contract Documents, such failure shall constitute a material breach of the Contract, and the Owner may, at its discretion, exercise any of the following options:
 - (1) declare the Contract void and of no cause;

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

- (2) terminate the Contractor for cause;
 - (3) purchase insurance complying with the requirements of this Contract Documents and charge back such purchase to Contractor or otherwise withhold payment due to Contractor; or
 - (4) purchase a Contractor's protective policy, or other similar policy, that affords coverage and limits providing reasonably equivalent protections as Owner would have received if the insurance required of Contractor (and its Subcontractors) had been maintained, the cost of which shall be charged back to Contractor.
- c. Owner's election of any of the above-mentioned remedies, or its decision not to undertake any such remedies on any given instance of Contractor non-compliance, shall be without prejudice and shall not constitute a waiver of any contractual or legal remedies otherwise available to the Owner.

8. **Non-Waiver by Owner.**

- a. Neither the procurement nor the maintenance of any type of insurance by the Owner or the Contractor shall in any way be construed or deemed to limit, discharge, waive or release Contractor from any of the obligations or risks accepted by Contractor or to be a limitation on the nature or extent of said obligations and risks.
- b. Contractor and its Subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner, and of the insurance companies issuing such policies.
- c. The Contractor agrees that the failure of the Owner to enforce any of the terms of the Contract Documents shall not waive the responsibility of the Contractor to comply with these conditions and requirements. In the event the Contractor shall fail or refuse to obtain and maintain all the foregoing insurance coverage, then at the sole option of the Owner, the Owner shall have the absolute right to terminate the Contract or to purchase insurance complying with the requirements of the Contract Documents and charge back such purchase or premium price to the Contractor.

9. ***Additional Insureds.*** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the following as an unrestricted additional insureds on the Contractor's insurance policies, with the exception of Workers' Compensation. Additional insured status shall be provided by ISO endorsement CG 20 10 11 85 or equivalent. The certificate of insurance must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

- a. The Chappaqua Central School District;
- b. Members of the Board of the Chappaqua Central School District, any of the Owner's administrators, staff or employees, and the successors, assigns, affiliates, partners, agents, heirs, and personal representatives of each of the foregoing;
- c. School Construction Consultants, Inc. and any consultants or sub-consultants of School Construction Consultants, Inc., and any partner, member, officer or

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance to be Provided by Contractor

employee of each of the foregoing, and affiliates, agents, heirs, and personal representatives of the same;

- d. KG+D Architects, PC and any consultants or sub-consultants of KG+D Architects, PC, and any partner, member, officer or employee of each of the foregoing, and affiliates, agents, heirs, and personal representatives of the same; and
- e. Additional individuals and entities as the Owner may so name.

SECTION 00 61 00

BOND REQUIREMENTS

SEE SECTION 00 61 01 FOR ACCEPTABLE BONDING COMPANY RATINGS

- 1.01 Prior to the Owner signing the contract agreement, he will require the Contractor (s) to furnish separate performance and labor and material payment bonds covering the faithful performance of the entire construction contract agreement.

The performance bond and the labor and material payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

- 1.02 The "Performance Bond" and "Labor and Material Payment Bond", A.I.A. Document A-312, as published by The American Institute of Architects shall be used and modified, if necessary, to comply with applicable statutes.

NOTE: Date of forms to be used shall be complementary to the date of the contract form and general conditions incorporated within these Bidding and Contract Requirements.

- 1.03 The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.
- 1.04 Provide four (4) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.
- 1.05 The Contractor (s) shall include in his proposal amount the total premiums for the performance and labor and material payment bonds.

****End of Section****

Attachment To Section 00 61 00 - Bonding Requirements

Acceptable Bonding Company Ratings

Contract Amounts (\$)	A.M. Best Company Rating							
	A + XII	B + XI	B + X	B X	B IX	B VIII	B VII	B VI
10 Million and Over	▲							
7.5 to 10 Million	▲	▲						
5.0 to 7.5 Million	▲	▲	▲					
2.5 to 5.0 Million	▲	▲	▲	▲				
1.0 to 2.5 Million	▲	▲	▲	▲	▲			
0.5 to 1.0 Million	▲	▲	▲	▲	▲	▲		
0.25 to 0.5 Million	▲	▲	▲	▲	▲	▲	▲	
0.25 and Under	▲	▲	▲	▲	▲	▲	▲	▲

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TBD

SURETY:

(Name, legal status and principal place of business)

TBD

OWNER:

(Name, legal status and address)

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

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

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

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

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.

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

Init.

Signed and sealed this day of ,

(Contractor as Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

Init.

/

Additions and Deletions Report for

AIA® Document A310™ – 2010

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

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PAGE 1

TBD

TBD

...

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

...

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:22:01 on 06/29/2018 under Order No. 7663250520 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for

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PAGE 1

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

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Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:23:38 on 06/29/2018 under Order No. 7663250520 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title:

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

/

Additions and Deletions Report for

AIA® Document A312™ – 2010

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

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PAGE 1

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

...

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:36:30 on 06/29/2018 under Order No. 7663250520 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 00 63 00

REQUESTS FOR INFORMATION (RFI)

Part 1 - GENERAL

- 1.01 This document is for issuance at the Post Bid/Pre-Construction Conference and specifies administrative and procedural requirements for handling requests for information (RFI's) made after award of Contract.
- 1.02 Attention is directed to Sections 01 33 00 and 01 32 00 of Division #1 as same concerns construction progress schedules, submittal schedules and submittals of shop drawings, samples and product data in general.
- 1.03 SUBMITTAL PROCEDURES: RFI's shall be submitted in the following manner:
- A. One (1) completed copy of form following to Architect with copies to Owner (as directed) and appropriate Consultants with the following minimum information:
 - 1. Work identified by RFI listing affected Drawing(s) and specific detail(s) and Specification paragraph reference(s).
 - 2. Identify specific field conditions and "as-built" conditions on sketches attached to RFI submittal.
 - 3. If RFI addresses conflict(s) in, or between, Contract Documents, describe completely and provide such data necessary to permit thorough and proper response by affected discipline.
 - 4. Indicate proposed solution along with any impacts on cost and construction time.
 - 5. Listing of Trade/Specialty Contractors affected by RFI and indication that RFI proposal has been coordinated with said contractors.

INCOMPLETE RFI's WILL BE RETURNED TO CONTRACTOR WITHOUT ACTION TAKEN.

- 1.04 REVIEW PROCEDURES/ACTIONS
- A. Architect/Engineer may request additional information or documentation as may be deemed necessary for fair evaluation of RFI.
 - B. Architect/Engineer will respond with reasonable promptness as outlined in Section 01 33 00 in writing and may, if deemed appropriate, issue a "Bulletin" as a clarification to the Contract Documents.

****End of Section****

AIA[®] Document A232[™] – 2009

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

for the following PROJECT:

(Name, and location or address)

Horace Greeley High School Fitness Center
70 Roaring Brook Road
Chappaqua, NY 10514
SED No. 66-10-04-06-0-015-017

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

School Construction Consultants, Inc.
190 Motor Parkway, Suite 201
Hauppauge, New York 11788

THE OWNER:

(Name, legal status and address)

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, New York, 10514

THE ARCHITECT:

(Name, legal status and address)

KG+D Architects, PC
285 Main Street
Mount Kisco, New York 10549

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[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement (including all Exhibits attached thereto), this A232-2009, General Conditions of the Contract ("General Conditions"), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Construction Change Directive.

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

§ 1.1.2.1 No obligation of the Architect to the Owner, pursuant to its separate agreement with the Owner, shall be construed as intended for the benefit of the Contractor. Nothing in the Contract Documents shall create or give rise to any duty whatsoever on the part of the Architect to the Contractor.

§ 1.1.2.2 No obligation of the Construction Manager to the Owner, pursuant to its separate agreement with the Owner, shall be construed as intended for the benefit of the Contractor. Nothing in the Contract Documents shall create or give rise to any duty whatsoever on the part of the Construction Manager to the Contractor.

§ 1.1.3 The Work. The term "Work", without limitation, means the construction and services required by the Contract Documents to be performed by the Contractor, 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 in the preparation, prosecution and full and timely completion of the Project in conformity with the Contract Documents and all federal, state and local statutes, laws, codes, rules, regulations and requirements in effect during the term hereof and applicable to the performance of the Work. 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 Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2.

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§ 1.1.9 Final Completion. The date the Contract has been fully performed, all the Work has been completed and a final Certificate for Payment approved by the Construction Manager has been issued to the Owner.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Should any of the Contract Documents be inconsistent in themselves or with each other, the Contractor shall request written clarification from the Construction Manager and/or the Architect and/or the Owner to resolve any such inconsistency. Where a typical or representative detail is shown in the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work in a manner that is satisfactory to the Construction Manager and the Owner.

§ 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 All Work indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.4.2 Captions. Titles or captions of Articles, Sections, and Exhibits contained in this General Conditions and the Contract Documents are inserted only as a matter of convenience and for reference, and in no way define, limited, extend or describe the scope of this General Conditions or the Contract Documents or the intent of any provision hereof. All Exhibits referenced in the Agreement are deemed attached hereto and incorporated in the Agreement by reference.

§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

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

§ 1.7 Public Communication / Confidentiality – Use and Disclosure of Project Information

Any public communications or disclosure of materials or information with respect to the Project by the Contractor and its employees and Subcontractors, except as required by law, shall be subject to the Owner's prior written approval, including, without limitation, any promotional, marketing, media or other material or information relating to the Owner or the Project.

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 Board of Education of the Owner shall be the only entity with authority to bind the Owner or provide approval or authorization on behalf of the Owner as required by law and/or the policies and procedures of the Owner unless the Contractor is notified otherwise in writing signed by the Owner. The term "Owner" means the Owner or the Owner's authorized representative as designated in writing by the Owner from time to time.

§ 2.1.2 The Owner shall furnish to the Contractor 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 Information and Services Required of the Owner

§ 2.2.1 All permits, with the exception of building permits, and fees approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities are the responsibility of the Contractor under the Contract Documents. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Contractor's price shall include all fees and other costs for securing and maintaining (by Contractor and its Subcontractors) for the life of the Project: all permits, PE licenses, connection fees, inspections, etc., applicable to, or customarily secured for the Work. This provision includes any permits to be issued in the name of the Contractor as required for the Work. Originals of all permits are to be issued in the name of the Contractor as required for the Work. The Contractor shall furnish the Construction Manager and Owner with true copies of all permits prior to the commencement of Work, and shall prominently display a copy of all permits at a location agreed upon with the Construction Manager.

(Paragraph deleted)

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

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Any and all additional copies will be furnished to the Contractor at its own expense (including the cost of reproducing, postage and handling).

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner by written order signed personally or by an agent so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, as determined by the Owner or its agent; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 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 three (3) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such three (3) day period, without prejudice to other remedies the Owner may have, immediately correct such deficiencies and continue to carry out any portion or all of the Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including: (i) compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure; and (ii) the Owner's expenses, including, but not limited to, attorneys' fees. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Such Change Order shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. Notwithstanding anything contained in the Contract Documents to the contrary, written notice pursuant to Section 2.4 shall be deemed received by Contractor if sent via e-mail.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their assistance of Owner in its 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 and examined the Project site, that it has examined all physical, legal, and other conditions affecting the Work and that it has become familiar with local conditions (including, but not limited to, layout, nature, surrounding areas, climatic conditions, anticipated labor supply and costs, availability and costs of materials, tools and equipment, etc.) under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(Paragraph deleted)

§ 3.2.2 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it for the purpose of facilitating coordination and construction by the Contractor. The Contractor shall promptly report to the Owner, 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 Owner, 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. Contractor acknowledges and warrants that it has examined all the Contract Documents, that they are suitable and sufficient to enable Contractor to complete the Work in a timely manner.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner, Construction Manager or 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 make 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 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, unless Contractor knew or should have known of such error, inconsistency or omission and failed to report it to the Owner and Construction Manager, 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. If and to the extent that Contract Documents contain ambiguities, discrepancies, errors or omissions, or if and to the extent discrepancies exist between the Contract Documents and the existing conditions on the Project site and or depicted in surveys provided to the Contractor (collectively, "Errors and Omissions"), the Contractor hereby waives any claims for additional compensation or damages or additional time resulting from any such Errors and Omissions to the extent that the Contractor has actually observed, or, in accordance with the Standard of Care, a contractor with experience in constructing projects similar to size, type, magnitude, location and class as the Project should have observed, those Errors and Omissions and failed to report them to the Owner and the Architect prior to executing the Agreement.

§ 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, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons 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 Contractor shall attend scheduled project meetings with Construction Manager and Architect (and/or any representatives thereof) at reasonable times and places and present status reports, in a format agreed to by Construction Manager, on the progress of the Work. Construction Manager or, if requested by the Owner, Contractor shall prepare detailed written minutes of each project meeting and, if requested by the Owner, shall furnish copies thereof to the Owner.

§ 3.3.5 Contractor shall schedule and attend regular job and coordination meetings with Subcontractors and the Construction Manager (if the Construction Manager deems it appropriate to attend), and present on safety, the Project's schedule, request for information status, submittal, contract coordination, material storage, and progress of the Work. If requested by Construction Manager or Owner, Contractor shall prepare detailed written minutes of each job and coordination meeting and within a reasonable time after the meeting shall furnish copies thereof to Owner and Construction Manager.

§ 3.3.6 Contractor shall prepare and maintain on a daily basis: signed daily reports showing, among other things, the Contractor's employees at the site, the Subcontractors at the site and number of employees of each, the general work (and location of same) performed by Contractor and/or Subcontractors, the names of persons (such as, but not limited to, Construction Manager, Owner's representatives, Architect, consultants, inspectors, investigators, and other persons not generally at the site on a daily basis) at the site, temperature and weather conditions, and description in reasonable detail of any extraordinary or special occurrences. Contractor shall make all such reports available to and/or deliver copies of such to the Construction Manager and Owner promptly upon Construction Manager's or Owner's request.

§ 3.3.5 Contractor shall provide to Owner and/or Construction Manager, as Owner or Construction Manager may reasonably request, copies of all correspondence, memoranda and bulletins, and other like documents, to and from the Construction Manager, Architect, consultants, Subcontractors, suppliers, public agencies, and others on the Project.

§ 3.3.6 Contractor agrees that it shall not permit any unauthorized persons or entities to visit or enter upon the Project absent Owner's prior approval.

§ 3.3.7 Contractor shall arrange for reasonable protection to secure the site against theft and vandalism and arrange for reasonable protection of adjoining property in agreement with Owner.

§ 3.3.8 Contractor must exert due care and diligence when working in or near any existing buildings or site work which is to remain. The absence of protection around such items shall not excuse the Contractor from its responsibility to provide protection. Any damages due to the Contractor's failure to discharge such responsibilities to the existing buildings, site work or facilities shall be repaired by the Contractor at its sole cost and expense and if Contractor cannot repair the same, it shall bear the cost thereof.

§ 3.3.9 Contractor shall develop methods of dust and fume control so as to comply with applicable legal requirements.

§ 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. The Contractor shall check all materials and labor included in the Work and entering into the Work site and shall keep full detailed accounts thereof.

§ 3.4.1.1 Contractor agrees to furnish sufficient staff with the requisite experience (in comparable projects – type, size and location) and competent full-time Project construction team familiar with local conditions for the overall performance of the Work of the Project to meet the overall "Milestone Schedule", found in Division 01 of the Specifications, developed by the Construction Manager and Architect, and approved by the Owner (also referred herein as "Project Schedule"). After approved by the Construction Manager, the primary members of the Project construction team shall not be reassigned or otherwise removed from the Project unless they leave the employ of the Contractor, or unless the Construction Manager or the Owner shall reasonably request a change, or the parties otherwise agree. The Construction Manager or Owner may reasonably request that any member of the Project construction team be removed, and in such event the Contractor shall make such change within seven (7) days after receipt of notice thereof. The Owner shall have the right to approve any replacement members of the Project construction team and shall similarly have the right to approve all other top-level supervisory and administrative personnel assigned full-time to the Project, and the same shall not be changed without the prior written consent of the Construction Manager. Construction Manager's approval and consent shall not be unreasonably withheld.

§ 3.4.2 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. Contractor shall inform the Construction Manager and Architect in writing of the nature of such requested deviations at the time the material is submitted for approval, and shall request written approval from the Owner of the deviation from the requirements of the Contract Documents.

§ 3.4.2.1 By submitting a request for approval of a deviation or substitute, Contractor warrants to Owner that: (a) it has investigated the proposed substitute product and determined that it is equal in all respects to the specified material, and (b) it will coordinate the installation of the substitute, and make the changes required to incorporate the substitute into the Work, without additional cost to Owner. Contractor shall provide, without cost to Owner, evidence leading to a reasonable certainty that the proposed substitution or deviation: (a) will provide a quality of result at least equal to the specified material; (b) is at least equal in serviceability to the specified material; (c) will not entail changes in details and construction of related Work other than those approved by Construction Manager or Architect to be performed at no additional cost to Owner; and (d) will provide a cost advantage (to be credited to Owner) or other benefit to Owner. All proposed substitutions shall be subject to Owner's final approval, which may be given or withheld in Owner's sole discretion as set forth above.

§ 3.4.2.2 Any loss or damage arising from an unapproved substitution of any material or any method from those originally specified shall be borne by Contractor without cost to Owner, unless such substitution was made at the written request or direction of Owner.

§ 3.4.3 Labor Harmony. 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. Any worker or other person involved in the performance of the Work who, in the reasonable opinion of the Construction Manager or Owner, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be forthwith removed upon the request of the Owner.

§ 3.4.3.1 The Contractor shall employ only labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Work to be performed. It shall be the responsibility of the Contractor to anticipate and plan to mitigate any potential strikes, picketing, work stoppages, slowdowns or other disruptive labor related activity at or about the Project for any reason by anyone employed or engaged by the Contractor to perform the Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed unimpeded with the Work under any circumstance. Contractor shall be responsible to perform all actions to mitigate and bear such costs associated with any strikes, picketing, work stoppages, slowdowns or other disruptive activity at or about the Project (for example and without limitation, signage, fencing, separate gates, temporary roads, reserved hours of Work for separate Subcontractors, security personnel, etc.) as deemed necessary by the Contractor, Construction Manager or Owner for the safety of the occupants of the site and progress of the Work pursuant to the Milestone Schedule.

§ 3.4.3.2 In case the progress of the Work to be performed by the Contractor is affected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its Agreement with the Owner because of a conflict involving any labor agreement or regulation, the Owner may require the other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the Work pursuant to its Contract Documents.

§ 3.4.3.3 The Contractor shall ensure that its Work continues uninterrupted pursuant to the Project Schedule during the pendency of any labor dispute.

§ 3.5 Warranty

In addition to all warranties provided to the Contractor by Subcontractors, consultants or others, copies of which the Contractor shall deliver and assign to the Owner, the Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with 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 All manufacturers' warranties shall be addressed and assigned to the Owner and delivered to the Owner upon completion of the Work and received prior to the request for Final Payment. Contractor shall perform all Work in such a manner so as to obtain and preserve any and all such manufacturers' warranties.

§ 3.6 Taxes

The Contractor shall pay all required 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. The Owner, as identified on Page 1 of this General Conditions, is a nonprofit educational facility and is therefore "tax-exempt" in accordance with the applicable laws of the State of New York and with Chapter 32 of the Internal Revenue Code, as most recently amended, for collection of all sales and excise taxes. Exemption Certificates will be furnished, upon request, to the Contractor by the Owner.

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

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

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

§ 3.7.3 If the Contractor performs Work where it knew or should have known 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 "Concealed Conditions"), the Contractor, as a condition precedent to making a Claim for an adjustment in the Contract Sum or the Contract Time as a result of such, shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the Concealed Conditions. If the Contractor does not provide written notice to the Owner, through the Construction Manager, within the required time and otherwise in conformance with the requirements of such written notice, Contractor shall be deemed to have waived such Claim and shall not be entitled to make any Claim for any remedies for such Concealed Conditions, including Contract Time extension. The Architect and Construction Manager will investigate such conditions and, advise the Contractor in writing as to how to proceed, so as to minimize any delay to the Project. If the Architect, in consultation with the Construction Manager, determines that the conditions 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, an adjustment of actual cost in the Contract Sum or Contract Time, or both. If the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents, or otherwise do not fall within a category of a Concealed Conditions as set forth above, and that no change in the terms of the Contract (i.e. Contract Sum or the Contract Time) is justified, the Construction Manager shall promptly notify the Owner, Architect, and Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within ten (10) days after the Owner has given notice of its determination.

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review.

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

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work (the "Construction Schedule"). The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project Schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be 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, 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 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 Construction Schedule and submittal schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project Schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. The Contractor's attention is directed to the necessity of keeping accurate records of all concealed Work so that "record" Drawings will contain this information in correct detail and locations. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work (or such earlier time as may be required by Owner) 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. "Shop Drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturers' standard drawings; samples; schedules; descriptive literature, catalogs and brochures; performance and test data; calculations; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conform to the Contract Documents. Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of construction to suit actual conditions.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or Subcontractor 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 the way by which 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 4.2.9 through 4.2.11. 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 and cause all Subcontractors to submit required Shop Drawings and other submittals with such promptness as to cause no delay to the Project. The submittal schedule shall be issued at the start of construction and updated as reasonably agreed upon by the Owner and Contractor. Each Subcontractor shall submit all Shop Drawings and other submittals through the Contractor for the Construction Manager's review. Contractor shall receive, log and transmit Shop Drawings among Construction Manager, Architect, Owner's other consultants, if any, and Subcontractors, and promptly advise Construction Manager and Architect and Owner's other consultants, if any, and take all necessary action if any party shall fail to perform in accordance with agreed upon schedules. Contractor shall review for compliance with the Contract Documents. Review by the Construction Manager and/or the Architect, shall not relieve the Contractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents. Any submission which, in the Construction Manager's opinion, is incomplete or contains numerous errors or has not been checked or only checked superficially, will be returned unchecked by the Construction Manager for re-submission through the Contractor by Subcontractor. By submitting Shop Drawings, samples and other submittals, the Contractor represents that the Contractor (and the relevant Subcontractor) has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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 Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

§ 3.14 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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. Upon completion of the Work, and prior to final inspection and acceptance of same by the Owner, the Contractor shall thoroughly clean all Work, remedy any defects, and leave the Project in good condition. Specifically, ceiling and wall surfaces, floors, window/and door frames, hardware, metalwork and interior surfaces of glass shall be thoroughly cleaned. Contractor shall maintain streets and sidewalks around the Project site in a clean condition. The Contractor shall remove all spillage and tracking arising from the performance of the Work from such areas, and shall establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust, upon such areas. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced the Contractor shall remove all labels on and wash and polish both sides of all glass. The Contractor shall also protect and relocate (to the extent relocation is required in connection with the Work) all existing trees around the Project site, and replace such trees upon the Substantial Completion of the Project (if such tree dies or is adversely affected by the Work), in accordance with all applicable laws or requirements.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect 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 such 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 the Contractor has or should have had reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 (with counsel acceptable to the Owner), indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them (the "Indemnified Parties") from and against claims, damages, losses, liabilities, demands, causes of action, judgments and expenses, including but not limited to attorneys' fees, of every kind and character that are caused by, attributable to, arise from, result from, or are in any way connected, in whole or in part, to: (a) Contractor or its Subcontractor(s) breach or failure to comply with the requirements of the Contract Documents; or (b) the performance of the Work or the operations or acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; including without limitation: (i) bodily injury, sickness, disease or death, and damage to or destruction of tangible property, including loss of use resulting therefrom (an "Indemnified Claim(s)"). The preceding obligations shall apply regardless of how, when or where such Indemnified Claim(s) occurs. All of the indemnification and hold harmless obligations herein and therein are subject and subordinate to the limitations of any applicable laws of the State of New York and in no event shall Contractor nor any other party be required to indemnify any person in violation of such

applicable laws. It is further understood that in the event that a court of competent jurisdiction determines that any of the indemnification obligations of this General Conditions and the Contract Documents are unenforceable in whole or in part, Contractor's obligation to indemnify shall be replaced with the strictest enforceable indemnification provision allowable by such laws.

§ 3.18.1.1 Unless otherwise appropriately compensable as a Cost of the Work elsewhere in the Contract Documents, the Contractor's defense, indemnification and hold harmless obligations under this Contract shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses, as such are described above in **§ 3.18**) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirements of a public authority that bears upon the performance of the Work by the Contractor or any person or entity for whom it is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fee approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work by the Contractor or any person or entity for whom it is responsible.

§ 3.18.1.2 Should Contractor fail to perform its duties to defend, indemnify and hold harmless any of the Indemnified Parties as required herein, and upon written notice by the Owner of such failure and allowing reasonable time for the Contractor to cure, the Owner and the other Indemnified Parties may defend or settle such Indemnified Claim(s) as they deem prudent, in the exercise of reasonable judgment, and the Contractor agrees to be bound by any such defense, settlement, judgment, or award that may result from such action by the Owner or the other Indemnified Parties. The rights of the Owner and Indemnified Parties pursuant to this paragraph shall not give rise to any duty on the part of the Owner or any Indemnified Party to exercise such rights for its benefit or the benefit of the Contractor or any other person or entity.

§ 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 shall not be limited in any way by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is expressly understood that the Contractor indemnity and hold harmless obligations shall also include all expenses, including reasonable attorneys' fees and expenses (as such are described above in **§ 3.18.1**), incurred in securing indemnity and hold harmless from Contractor.

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 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.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity 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.

§ 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 prior written consent of the Owner.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner may employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 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 may be granted authority to act on behalf of the Owner, but only to the extent established by the Owner and in accordance with the Contract Documents. Nothing contained in the Agreement or the General Conditions shall limit the obligation of the Architect and the Construction Manager under any separate agreement(s).

§ 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: (1) become generally familiar with the progress and quality of the portion of the Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work, and (3) 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 reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project Schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include 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 reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project Schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime 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, or charge of, 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, except as provided in Section 3.3.1, 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 Facilitating Contract Administration. The Contractor shall endeavor to communicate with the Owner through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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

§ 4.2.8 The Owner, Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the

Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and 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 Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime 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.

§ 4.2.10 The Owner may authorize the Architect to 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.

§ 4.2.11 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, unless otherwise specifically stated by the Construction Manager and Architect, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives, and no Change Order or Construction Change Directive shall be effective until approved by Owner in writing, it being agreed that the term "Change Order" shall be deemed to include only those instruments which have been approved in writing by Owner.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. 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.

§ 4.2.14 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.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the 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.

§ 4.2.16 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.

§ 4.2.17 If so directed, 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.

§ 4.2.18 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 and in the absence of negligence.

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

§ 4.2.20 If so directed, 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 to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site and/or supply materials for the Project. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors of the Owner or subcontractors of other Multiple Prime Contractors of the Owner. Each Subcontractor agreement and/or purchase order between Contractor and Subcontractor may be referred to as a "Subcontract".

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review.

§ 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 previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.3.1 Contractor shall promptly (i.e. within twenty-four [24] hours) provide notice to Owner, through the Construction Manager, of its receipt of any Subcontractor notice of default under any Subcontract.

§ 5.3.2 Without limitation to other requirements in the Agreement and the Contract Documents relating to Subcontracts, all Subcontracts shall be in writing and shall comply with the following:

.1 All Subcontracts shall require that, in the event of any default by the Contractor under any Subcontract and the Contractor's failure to cure such default within the applicable cure period, Owner shall have the right, at its sole option, to cure such default under the Subcontract. In addition, each Subcontract shall by its terms be conditionally assigned by the Contractor to the Owner, and only for those Subcontracts which the Owner accepts by notifying the Subcontractor and Contractor in writing, and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

.2 Contractor shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, be bound, without limitation, to Contractor by the terms and conditions no less stricter than of the Contract Documents, and, without limitation, to assume toward Contractor all of the obligations and responsibilities which are no less stricter than the Contractor, by the Contract Documents assumes towards the Owner.

.3 Each Subcontract shall include the Owner as an indemnified party and nothing in the Contract Documents shall limit Owner's direct right to enforce the indemnity provisions of each Subcontract.

.4 Each Subcontract shall include a provision that there is an express understanding and agreement by the Subcontractor that the Owner shall be an express intended third party beneficiary of each Subcontract and nothing in the Contract Documents or the Subcontract shall limit the Owner's direct right to enforce the provisions of the Subcontracts.

§ 5.3.3 Contractor agrees to observe all of Contractor's duties and obligations under any Subcontract and not to terminate any Subcontract without first advising Owner, through the Construction Manager.

§ 5.3.4 Immediately upon execution, Contractor shall forward to the Construction Manager one (1) executed copy of each and every Subcontract with each Subcontractor. Failure of Construction Manager or Owner to demand such Subcontract(s) or demand full compliance with the requirements herein, or failure to identify a deficiency from documents provided to Owner pursuant to this Section shall not be construed as a waiver of the Contractor's obligations hereunder.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each Subcontract 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 or for convenience pursuant to Section 14 and only for those Subcontract that the Owner accepts by notifying the Subcontractor and Contractor in writing; 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, the Owner assumes the Contractor's rights and obligations under the Subcontract.

§ 5.4.2 Upon such 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.

§ 5.4.3 The Owner may, at its sole discretion, furnish to any Subcontractor or supplier information regarding the Contractor's Applications for Payment and the amounts actually paid by the Owner to the Contractor on account of Work done by such Subcontractor or for materials furnished by such supplier.

§ 5.4.4 If the Owner fails to approve an Application for Payment for a cause which the Owner, determines is the fault of the Contractor and not the fault of a particular Subcontractor, or if the Contractor fails to make a payment, which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its subcontract. Owner shall not exercise its rights to make payment directly to Subcontractor, if the Owner determines that Contractor's withholding of payment is warranted and in the best interest of the Project. Any amount so paid by the Owner shall be credited against the Contract Sum; however, if the Contractor reasonably disputes any payments to any Subcontractor or supplier, the Owner shall withhold such payments from those funds remaining to be paid until the disputed claim between the Contractor and the Subcontractor or supplier is resolved, provided that the withholding of such funds does not adversely affect the completion of the Work in a timely manner.

§ 5.4.5 The Owner shall have no obligation to pay, or to see to the payment of any monies to any Subcontractor. Nothing contained in Article 5 (or elsewhere in the Contract Documents) shall be deemed to create any contractual relationship between the Owner and any Subcontractor. Subcontractor shall not have any claim as of a third party beneficiary or otherwise against the Owner by virtue of any provisions hereof.

§ 5.4.6 The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER 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, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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, Construction Manager and other Multiple Prime 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 or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

§ 6.2.5 The Owner and other Multiple Prime 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, other Multiple Prime 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 This Contract is entered into with the understanding that Contractor shall furnish, and the Stipulated Sum includes, all items required for proper completion of the Work as set forth in the Contract Documents or reasonably inferable therefrom, without adjustment to the Stipulated Sum. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor; a Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor.

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

§ 7.1.4 It is understood, that without limitation, § 15.1 shall apply to any Claim by Contractor for an increase in the Stipulated Sum and/or Contract Time relating to any Work that it believes is a change in the Work and/or Work not included in the Drawings and Specifications upon which the is based or for an extension of time for a delay that is excusable to Contractor pursuant to the Contract Documents. Contractor shall provide Owner with written notice of such Claim within the timeframe set forth therein. Failure to provide such required notice within the required timeframe shall act as a waiver of such Claim.

§ 7.2 Change Orders

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

It is expressly agreed that the term Change Order as used in the Contract Documents shall be deemed to include only those written instruments that have been approved and signed by Owner.

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method or elect the Contractor to perform the Construction Change Directive on a time and material basis, at actual cost to the Contractor (without any charge for administration, clerical expense, supervision or superintendence of any nature) plus, in case of an increase in the Contract Sum, an amount of no more than ten (10) percent for overhead and profit. 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and

- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

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

§ 7.3.9 Any refusal by the Contractor to commence or perform disputed Change Order Work as directed by Owner, shall constitute a default hereunder. The Contract Sum and/or the Contract Time may be changed only by an Owner approved and signed Change Order.

§ 7.3.10 A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum and/or Contract Time, if any.

§ 7.4 Minor Changes in the Work
Intentionally Omitted.

§ 7.5 BACKUP FOR CHANGE ORDERS, COST ESTIMATES AND CHANGE ORDER REQUESTS

§ 7.5.1 Cost Proposal. Any request for an increase in the Contract Sum submitted by or on behalf of the Contractor in connection with changes in the Work shall be itemized for the various components of Work and segregated by labor, material and equipment. The Contractor will furnish its itemized cost proposal and the similarly detailed cost estimates from Subcontractors.

§ 7.5.2 Time and Material. Should the Owner elect, in its sole discretion, to compensate the Contractor for the change in the Work on a time and materials basis, the Owner shall so notify the Contractor thereof in writing, through the Construction Manager, and the Contractor shall provide to the Owner, through the Construction Manager, such records and supporting documents to evidence the actual cost of the Work performed as reasonably required by the Owner.

§ 7.5.3 Unit Prices. To the extent that the Change Order Work is subject to Unit Prices, the Contractor's cost proposal for the Change Order Work shall itemize the quantities of each item of Work for which there is an applicable Unit Price

§ 7.6 PRIOR APPROVAL REQUIRED FOR INCREASES IN COMPENSATION OR EXTENSION OF TIME

Any changes in the Work undertaken without the Owner's prior authorization will not be recognized as a basis for an increase in the Contract Sum or an extension of the Contract Time. If the Contractor believes that any instructions or orders, whether oral, written, by drawings, or otherwise, constitute a change in the Work pursuant to which the Contractor would be entitled to an increase in the Contract Sum or an extension of the Contract Time, the Contractor shall promptly so notify the Owner in writing, through the Construction Manager, prior to proceeding with the Work which writing shall describe the basis for Contractor's position. Upon receipt of such notice the Owner, through the Construction Manager, shall either instruct the Contractor to proceed with the Work in question on the basis of a Construction Change Directive (or, if agreement is reached on the terms thereof, pursuant to a properly executed Change Order) or the Owner may instruct the Contractor to suspend that portion of the Work pending investigation of the Contractor's claim. The Contractor shall not be entitled to additional compensation or an extension of time unless the Contractor has so notified the Owner before proceeding.

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 Contractor to achieve 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, as approved by the Owner and Construction Manager, in accordance with the Contract Documents and is otherwise defined in 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 The Contractor shall prepare the "Schedule" for the full construction and completion of all Work of the Project, including, but not limited to, containing details of construction sequences and timing, scheduling of purchase orders and deliveries of materials and equipment, and a schedule for preparation and processing of Shop Drawings, Samples and Product Data. The Schedule shall be subject to the Construction Manager's and Architect's review and the Owner's acceptance and will be the binding schedule for the Contractor's performance of its duties under this Contract subject only to changes resulting from a properly authorized Change Order signed by Owner, but, only if and to the extent such Change Order (a) is a scope Change Order proven to the reasonable satisfaction of Owner to demonstrably affect the Critical Path of the Schedule, or (b) is issued in response to a proper Claim for extension of time for the Required Substantial Completion Date for a delay that is excusable to Contractor under the Contract Documents, but, only to the extent that such excusable delay is proven to the satisfaction of Owner, in its discretion, to demonstrably impact the Critical Path of the Schedule (collectively "Critical Path Changes"). After approval of the initial Schedule, the Contractor shall prepare on a monthly basis, or more often as the Construction Manager may reasonably require, an updated Schedule that shall document the current status of the Work. The updated Schedule shall be subject to the Owner's approval but shall not alter the Contractor's obligation to meet the initial Schedule (as modified only by Critical Path Changes in properly authorized Change Orders signed by Owner). In addition, the Contractor shall prepare and keep current, for the Owner's and Construction Manager's approval, a schedule of submittals which is coordinated with the Schedule and allows the Construction Manager and Architect reasonable time to review submittals.

§ 8.2.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall perform the Work in accordance with the Schedule approved by Owner, as may be updated. Unless otherwise agreed by Owner, Contractor shall use the Critical Path Method of scheduling. It is agreed that time is of the essence in the performance of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If the Owner, through the Construction Manager, determines that the Contractor is not maintaining the pace of the Work in accordance with the Schedule or otherwise consistent with the Contract Time and such delays are not justified as set forth in § 8.3, then the Owner may require the Contractor to undertake a time recovery plan (including more personnel, overtime and/or double shifts) at the Contractor's sole expense, to reasonably assure completion of the Work within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If, through no fault of any of the Contractor or Subcontractor(s), the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work by the Owner, or by industry-wide labor disputes, fire, unusual and unforeseen delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Owner, based on the recommendation of the Construction Manager, determines may justify delay (the foregoing, collectively, "Excusable Delay") and provided such Excusable Delay delays the critical path of the Work, the Contract Time shall be extended by Change Order for such reasonable time as the Construction Manager and/or Architect may determine.

§ 8.3.1.1 In order for the Owner to properly investigate a Claim for Excusable Delay and mitigate the effects thereof, TIME IS EXPRESSLY OF THE ESSENCE FOR Contractor to provide written notice to Owner of any Claim relating to an Excusable Delay, and it is a condition precedent to Contractor's ability to pursue such Claim that the written notice of Claim shall: (a) be delivered to Owner, through the Construction Manager, within five (5) days after

Contractor knew or should have known of the cause of the Excusable Delay; (b) state the basis for the Claim for Excusable Delay; (c) include demonstrable proof that the Excusable Delay affects the Critical Path of the Schedule; and (d) suggest strategies to the Construction Manager to mitigate the effect of any such delay including without limitation overtime, re-sequencing and other remedial methods. If Contractor does not provide written notice to Owner, through the Construction Manager, within the time required herein and otherwise in conformance with the requirements of such written notice, Contractor shall be deemed to have waived such Claim and shall not be entitled to make any Claim for any remedies for such Excusable Delay, including Contract Time extension.

§ 8.3.1.2 To the fullest extent permitted by law, should Contractor be entitled to an extension of time for an Excusable Delay pursuant to the terms and conditions above and elsewhere in the Contract, Contractor expressly agrees not to make, and hereby waives, any Claim for costs and damages, including, but not limited to, those resulting from increased supervision, labor or material costs, on account of any such Excusable Delay, and agrees that, except as provided herein, the sole right and remedy therefore shall be an extension of time.

§ 8.3.2 No Damage for Delay. The Owner shall not be liable to the Contractor and/or Subcontractor(s) for Claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the procedures set forth in this Contract. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any Claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time if appropriate.

§ 8.3.3 It is expressly understood that notwithstanding **§ 8.3.1** and **§ 8.3.2** above, that no such Subcontractor shall be entitled to make any Claims for additional compensation, costs or damages against the Contractor (nor may the Contractor assert against Owner and/or Construction Manager such Claims as pass-through claims of Subcontractor or otherwise). Unless agreed by Owner in writing, Contractor shall endeavor to include in every Subcontract a 'No-Damage-For-Delay' provision in a form reasonably approved by the Owner.

§ 8.4 ACCELERATION

§ 8.4.1 Acceleration Due To Contractor Delay - Extraordinary Measures. In addition to any other rights granted to Owner under the Contract Documents, in the event the Owner and/or Construction Manager reasonably determines that the performance of the Work, relative to the required Substantial Completion Dates and Final Completion date and/or the Project Schedule has not progressed or reached the level of completion required by the Contract Documents, and such delayed performance was not caused by an Excusable Delay subject to an appropriate time extension pursuant to the Agreement, the Owner, through the Construction Manager, shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction of the Work, including, but not limited to, acceleration of the Work by means of overtime, additional crews or additional shifts, or additional equipment or facilities, or re-sequencing of the Work ("Extraordinary Measures"). The Owners right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Schedule relating to delayed performance for which the Contractor has not developed alternative recovery plans and schedules acceptable to the Owner. All such Extraordinary Measures shall be at no cost to the Owner and the Contractor shall not be entitled to an adjustment to the Contract Sum. Contractor shall perform such Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Schedule. In the event of any acceleration requested pursuant to this **§ 8.4.1**, Contractor shall promptly provide a recovery plan and schedule acceptable to the Owner including Contractor's recommendations for the most effective and economical acceleration.

§ 8.4.1.1 The Owner may exercise the rights furnished the Owner under or pursuant to **§ 8.4.1** as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the Required Substantial Completion Dates and Final Completion date set forth in the Schedule.

§ 8.4.2 Any rights conferred on the Owner pursuant to **§ 8.4.1** or in any other portion of the Contract Documents shall neither require Owner to exercise such rights for the benefit of the Contractor, nor shall they make Owner responsible in any way whatsoever for the Contractor's completion of the Work of the Project in conformance with the Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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.

§ 9.2 Schedule of Values

The Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. 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 schedule of values shall be prepared by the Contractor in such a manner that each major item of the Work is shown as separate line item on AIA Document G703 ("Application and Certificate for Payment, Continuation Sheet"), or other form acceptable to the Construction Manager. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

(Paragraph deleted)

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that: (i) 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work; (ii) all Subcontractors, material suppliers, or other persons or entities performing and having provided labor, materials and equipment relating to the Work have been paid; and (iii) Contractor knows of no existing or threatened claims by any party against the Owner or the Project and/or the Project funds.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven (7) days after the Construction Manager's receipt of the Contractor's Application for Payment, along with all Supporting Documentation (as required by the Agreement and Owner), review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven (7) days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven (7) 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 issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application 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 and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of 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, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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.

§ 9.4.7 The issuance of a separate 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 the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 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 9.4.3. 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, as approved by the Owner, or in an amount determined by the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent

observations, 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 or material not remedied;
- .2 unsatisfactory or disputed job progress ;
- .3 failure of the Contractor to make timely payments to Subcontractors or for labor, including collectively bargained fringe benefit contributions, payroll taxes and insurance, materials, equipment damage to the Owner, or reasonable evidence that the Contract cannot be completed for the unpaid balance of the Contract Sum; or

(Paragraph deleted)

- .4 failure to comply with other material provisions of the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner may in its sole judgment, notwithstanding that a Certificate for Payment may have been issued by the Architect, withhold any payment or portion thereof from the Contractor in the event that any of the conditions listed in **§ 9.5.1** exists, provided that the amount withheld shall not exceed a reasonable estimate of the direct costs which the Owner has incurred or may incur as a result of such condition. When such grounds for non-payment are removed, payment shall be made in the amounts withheld on account thereof. The Owner shall not be deemed to be in breach of the Contract for the withholding any payments pursuant to this **§ 9.5.2** or any other provisions of this General Conditions.

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

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) 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 in compliance with applicable law concerning the prompt payment of Subcontractors, and in no event more than seven (7) days after receipt of payment from Owner. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Should the Contractor fail to make such payment to each Subcontractor, or any portion thereof, within such seven (7) days, Contractor shall immediately return such payment or portion thereof to Owner or, if such payment is not made solely because a bona-fide dispute exists between the Contractor and Subcontractor, such sum shall be paid to Contractor's attorney to be held in escrow pending the resolution of the dispute, and Owner shall concurrently with such deposit and any disbursal thereof be provided with written notice thereof.

§ 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 material and equipment 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 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 except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

§ 9.7.1 If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within twenty-one (21) days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon thirty (30) additional days' written 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 actual costs of shut-down, delay and start-up.

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work shall have been completed and all systems included in the Work shall be operational in accordance with the Contract Documents, and the premises may be occupied by the Owner to the reasonable exclusion of Contractor with only minor items remaining and the Owner can begin its complete use of the Project for its intended use. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be complete within thirty (30) consecutive calendar days following the Date of Substantial Completion.

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work 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, shall

establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, any damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the final Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be net of an amount equal to 200% of the value of all Punchlist items which amount will be held by the Owner until final completion of the Project in accordance with the requirements of the Contract Documents.

§ 9.8.6 Following the issuance of a Certificate of Substantial Completion of the Project, Contractor shall coordinate and ensure the correction and completion of all Work and make recommendations to the Owner and Architect when the Work of the Project is ready for final inspection. Contractor shall assist the Owner and the Architect in conducting final inspections. Contractor shall secure from Subcontractors and transmit to Owner required guarantees, affidavits, releases and waivers. Contractor shall deliver all keys, manuals, record drawings and maintenance stocks to Owner.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that: (i) the Work has passed all inspections by all applicable local and municipal building and zoning authorities, and (ii) 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 will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will 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 issue a final Certificate for Payment or Project Certificate for Payment, to be reviewed and accepted by the Owner, 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 terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or

encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no substantial 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) other data establishing payment or satisfaction of obligations, such as receipts, 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, (6) all operating, servicing, maintenance and cleaning instructions, parts list and special tools for mechanical and electrical work incorporated into the Project, and Drawings and Specifications marked-up to show 'as-built' conditions, in such form subject to Owner's approval, (7) all permits and approvals, and guarantees and warranties, including without limitation, manufacturers' warranties and certificates of inspections, (along with any assignments to Owner as necessary) in form and substance satisfactory to Owner, (8) evidence of completion and submission to all necessary parties of all documents, information and sign-off's required by Owner, and (9) evidence that Contractor and/or Contractor's Subcontractors have satisfactorily instructed appropriate Owner's personnel in the operation and maintenance of all systems and equipment.

§ 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 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 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

(Paragraphs deleted)

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

§ 9.10.5 Neither the issuance of a Certificate for Payment nor any payment (whether progress payment, payment upon substantial completion or final payment) nor any partial or total acceptance or occupancy of the Project by the Owner (either in writing or de facto) shall constitute approval of any costs included in any Application for Payment or an acceptance of any Work not in accordance with the Contract Documents nor shall any inspection or test by the Owner be an acceptance of any Work not in accordance with the Contract Documents.

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.

§ 10.2 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 or the Contractor's Subcontractors or Sub-subcontractors;

- .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 or other Contractors.

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

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities. Contractor, shall cause to be performed any work and furnish and install any materials and equipment which Contractor deems reasonably necessary to prevent threatened damage, injury or loss and shall otherwise protect all finished and unfinished Work and all materials at the Project site, all adjacent property, and all plant, equipment and other appliances at the Project site from rain, water, frost and the elements and from other kinds of damage which may be caused in any manner whatsoever, and Contractor shall be entirely responsible for any loss or damage done to the Work, materials, plant, equipment and other appliances in any manner aforementioned, excepting damage caused by Owner or its separate contractors or by causes outside the Contractor's control, unless such damage would not have occurred if the Work had been protected in accordance with good construction practices at projects of similar size, complexity and location. Contractor shall notify Owner of an emergency as soon as practicable but shall not wait for instructions before proceeding.

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

§ 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, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, the Contractor shall immediately report the condition to the Owner, Construction Manager and Architect in writing and take reasonable precautions 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). If such reasonable precautions will be inadequate to so prevent foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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 or otherwise abated. 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.2.1 In no event shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor or any materialman or supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic.

§ 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 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 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 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents, representative and employees for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall promptly notify insurers as applicable, and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Owner a written report including description of circumstances of the emergency and details of actions taken.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set

forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner and the entities listed on Exhibit D to the Agreement as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 The Owner shall maintain its current property insurance provided by the New York Schools Insurance Reciprocal, which shall be the Owner's property insurance applicable to the Project.

§ 11.3.1.1 Notwithstanding the definition of "Work" in the Contract Documents, the Contractor assumes all responsibility for the safety and keeping of all tools and equipment and any materials or products used to complete or perform the Work, and which do not form a permanent part of the Work.

§ 11.3.1.2 The Contractor waives all rights against the Owner, Construction Manager, Architect, their consultants and sub-consultants, employees and agents for any loss or damage to any tools and equipment and any materials or products used to complete or perform the Work, and which do not form a permanent part of the Work. The Contractor shall require similar waivers in favor of the above named parties from all Subcontractors and sub-Subcontractors, agents and employees of any of them.

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit, and stored on the site, but not incorporated into the Work on a full replacement cost basis. The Contractor is responsible for all deductible amounts.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.3.7 **Waivers of Subrogation.** The Contractor waive all rights against the Owner, the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 Intentionally Omitted.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract (the "Performance Bond") and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract (the "Payment Bond").

§ 11.4.2 The Contractor shall furnish a Performance Bond and Payment Bond (collectively the "Bonds") each be in an amount equal to one hundred percent (100%) of the Contract Sum meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner (including, but not limited to, a New York State admitted surety company, in good standing) and, without limitation, complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of the Bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 Bonds shall be executed by a responsible surety licensed in the Jurisdiction of the Work with a Best's rating of no less than A/XII and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and
- .3 The Contractor shall require the attorney in fact who executes the Bonds on behalf of the surety to affix thereto a certified and current copy of its power of attorney indicating the monetary limit of such power.
- .4 Bonds must display the Surety Bond Number. Each Bond shall include the following modifications:
 - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
 - .2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified registered U.S. Mail, return receipt requested, first class postage prepaid, to the Architect and the Owner.
- .5 Notwithstanding anything to the contrary set forth in the Contract Documents, the Performance Bond shall not contain a condition that any meeting must be scheduled among Owner, Contractor and its surety, or any combination of them, prior to Owner declaring Contractor in default or prior to Owner terminating Contractor's Contract. Any such language in a Performance Bond shall be null, void and unenforceable.

§ 11.4.3 Upon the request of any person or entity appearing to be a potential beneficiary the Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall permit a copy to be made.

§ 11.4.4 The Contractor shall deliver the Bonds to the Owner prior to beginning construction activity at the site, but no later than seven (7) days after execution of the Contract.

§ 11.4.5 The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the Contractor's Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's Work.

§ 11.4.6 If the surety, the Bonds furnished by the Contractor, is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance Bond and Payment

Bond and surety, both of which must be acceptable to the Owner.

§ 11.4.7 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner and Construction Manager shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After 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, whether discovered before or after 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, at its sole cost and expense, after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4 and Contractor shall be obligated to reimburse the Owner all costs incurred in relation to such correction.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors 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.

§ 12.2.6 The corrective remedies set forth in **§ 12.2** are not exclusive and shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any of the provisions of the Contract Documents and for any damages suffered by Owner as a result of such defects in the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of State of New York Any action arising out of or relating to the Contract or Project shall be brought exclusively in a court of competent jurisdiction in the State of New York.

§ 13.1.1 Survival. All defense and indemnification obligations of Contractor, and all representations, warranties, covenants, and waivers contained in this Contract or made during the course of performance hereunder shall survive the making of the final payment and any termination of the Contract.

§ 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a similarly situated entity with demonstrated financial ability needed for the competition the Project if the entity agrees to assume the Owner's rights and obligations under this General Conditions. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

All notices given pursuant to the Contract Documents shall be in writing and shall be hand delivered or sent by overnight mail service, with an e-mail copy, to the respective representatives of the parties at the addresses set forth above or to such other addresses for which notice of change shall have been given. All notices shall be deemed to have been given on the date received.

§ 13.4 Rights and Remedies

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

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner, except as specifically provided herein.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, 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 13.5.3, shall be at the Owner's expense. If the inspections and tests conducted under **§ 13.5.1** or this **§ 13.5.2** reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest to the extent required by the Contract Documents.

§ 13.7 Liens. At all times, Contractor shall fully and promptly pay and discharge any and all commitments and claims and wholly defend, protect, indemnify and hold harmless Owner, and any lenders or investors, (and their respective officers, directors, agents, servants, employees, members, shareholders, parents, subsidiary and affiliate companies) (collectively the foregoing "Lien Indemnitees") from and against any and all mechanic's liens or claims by Contractor or Subcontractors or any others for whom Contractor is responsible in connection with supplies materials or services relating to the Project and against all damages, liability, cost and expense arising out of or related thereto (whether direct or consequential notwithstanding any provisions of the Contract to the contrary) and including all reasonable attorneys' fees and disbursements (including attorneys' fees relating to the enforcement of this provision, and any appeals, and in obtaining judgments and collection of such costs and expenses), that the Lien Indemnitees may suffer or incur as a result thereof, provided, however, that Contractor has been paid by Owner all undisputed sums properly due pursuant to the Contract Documents. In connection with the foregoing, all mechanic's liens filed by Contractor or Subcontractors or any others for whom Contractor is responsible (except where Owner has not paid the Contractor all undisputed sums properly due pursuant to the Contract Documents) shall be removed, discharged or bonded by Contractor within seven (7) days of notice from Owner. If Contractor fails to commence the process to discharge or remove any lien within seven (7) days after notice of the lien, and notify Owner thereof in writing that it is doing so, or if Contractor thereafter commences the same but fails to diligently prosecute and achieve such discharge or removal

to the satisfaction of Owner in its sole discretion within the seven (7) days required for such, Owner shall, without limitation to Contractor's full defense and indemnification obligations under this § 13.7 have the right to remove, discharge or bond such lien and deduct the cost thereof (including the amount paid or bonded plus reasonable attorneys' fees, disbursements, and other necessary costs) from any payment due the Contractor. Rights under this § 13.7 are in addition to any other rights available to the Lien Indemnitees under the Contract and/or law, and shall survive the term or earlier termination of the Contract.

§ 13.8 Standard of Care. Unless otherwise specified in the Contract Document, specifically including, but in no event limited to, the Drawings and Specifications, all materials shall be new and of good quality and the Contractor shall, requested by the Owner, furnish satisfactory evidence to the Owner as to transportation, services and all other things necessary to complete the Work in accordance with the intent of the Contract Documents, including all work expressly specified therein and reasonably inferable from the Contract Documents, except for only such items or work specifically stated in the Contract Documents not to be the obligation of the Contractor. Contractor represents and warrants to Owner that it has extensive experience in constructing projects similar to the Project that it is experienced with public schools in New York State and that it is familiar with and knowledgeable regarding the components that are properly and customarily included within such a project, including the requirements of state laws, local building codes, local building officials, manufacturers' recommendations, building standards, and trade practices as to the types and quantities of components, items, systems, materials, and methods of construction to be included in the Project, in order to produce a project that will operate with utility and efficiency; and the Work shall be performed by qualified, trained, experienced and competent personnel in a professional and workmanlike manner in accordance with (i) generally prevailing and accepted industry standards; (ii) all requirements of any warranties applicable to the Work; and (iii) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the Work and the safety of persons and their protection against injury. The Contractor represents and warrants to the Owner that it has experience in constructing projects similar to size, type, magnitude, location and class as the Project, and that it is familiar with and knowledgeable regarding the components that are properly and customarily included within such a project, including the requirements of state laws, local building codes, local building officials, manufacturers' recommendations, building standard and trade practices ("Good Building Practices") (collectively, the "Standard of Care"). The Contractor represents and warrants that all work, materials, equipment, labor and operations that are likely to be required for the Project will be in accordance with Good Building Practices and is included within the cost of the Project.

§ 13.8.1 The Contractor further represents and warrants that it has visited and examined the Project site, that it has examined all physical, legal, and other conditions affecting the Work and that it has become familiar with local conditions (including, but not limited to, layout, nature, surrounding areas, climatic conditions, anticipated labor supply and costs, availability and costs of materials, tools and equipment, etc.) under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 13.8.1.1 The Contractor has thoroughly reviewed and inspected all of the existing Contract Documents and all other information and documents provided by the Owner to the Contractor and the Contractor represents and warrants to the Owner that the Contractor has notified the Owner and Architect of any errors, discrepancies or missing information which the Contractor has identified prior to executing the Contract. Contractor acknowledges and warrants that it has examined all the Contract Documents, that they are suitable and sufficient to enable Contractor to complete the Work in a timely manner.

§ 13.9 PREVAILING WAGES: The wage rate which can be paid to workers employed in the performance of the Contract shall be no less than the rates of wages as promulgated by the Department of Labor and Industry of the State for the location and duration of this project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be

(Paragraphs deleted)
stopped.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 The notice of termination delivered pursuant to **§ 14.1.3** or **§ 14.1.4** must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate the Contract if, within the applicable seven (7) day period, the Owner begins to take such curative measures.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner shall have the right to terminate the Contract, at any time, upon not less than seven (7) days written notice, all or any portion of the Work and/or phase of the Project to be performed hereunder by the Contractor for cause (provided the Contractor does not cure such default to the satisfaction of Owner, or if not curable within said seven (7) day period, commence and diligently prosecute such cure to satisfaction of the Owner), if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials or to otherwise prosecute the work promptly and diligently;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or otherwise materially breaches its obligations under a subcontract with a Subcontractor;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 fails to comply with the directions, instructions and requirements of the Owner given pursuant to the terms of the Contract Documents;
- .5 fails to remove lien or other claim by Subcontractors against the Owner or the Owner's property or Project;
- .6 has a voluntary or involuntary petition filed by it or against it in bankruptcy; or (ii) be adjudged a bankrupt; or (iii) has any or all of its assets or the business conducted by it taken by any trustee, receiver or other person pursuant to any judicial proceedings; or (iv) becomes insolvent; or (v) makes a petition for a dissolution, reorganization or arrangement of its affairs filed by or against it; or (vi) makes a general assignment for the benefit of its creditors; or (vii) has a receiver or trustee in liquidation, whether temporary or permanent appointed for it or for any of its property;
- .7 knowingly submits any document that is false or misleading; or
- .8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, 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 (7) days' written 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 costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and out-of-pocket expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance or Contract Sum, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event of termination due to the default by the Contractor, the Owner shall pay to the Contractor the amount due and owing for properly performed work, completed as of the date of the termination, provided, however, that any payment shall be reduced by an amount deemed by the Owner as appropriate compensation for damages suffered by reason of such default. Termination under this Article shall be in addition to any other remedy or relief available to the Owner.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 Subject to the Contractor's obligations herein to provide written notice and other information as a condition precedent to make a Claim for such, the Contract Sum and the Contract Time shall be adjusted for actual and reasonable increases in the cost and time caused by suspension, delay or interruption pursuant to an Owner written notice, as described in Section 14.3.1 as agreed by Owner and Contractor in an Owner approved and signed Change Order. 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 upon seven (7) days' written notice.

§ 14.4.2 Upon receipt of written 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 tender for Owner's acceptance, assignment of Subcontracts pursuant to Section 5.4; and
- .4 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 for which Owner does not accept assignment and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall only be entitled to receive payment for Work executed.

§ 14.5 POST TERMINATION PROCEDURES - CONTRACTOR

§ 14.5.1 Upon any termination of Contractor by Owner under the Contract Documents pursuant to the provisions of this Article 14, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following items:

- .1 cease operation as specified in the termination notice;
- .2 place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract Documents upon Owner's written instruction;

- .3 upon the Owner's written instruction to do so, terminate specified Subcontracts and orders on terms acceptable to Owner to the extent they relate to the Work terminated;
- .4 execute and deliver assignments of the Contractor's contractual rights under all Subcontracts, purchase orders, commitments, or other obligations specified by Owner, for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such obligations or commitments pertaining to the Work;
- .5 take actions that may be necessary, or that the Owner may direct, to preserve and protect the Work already in progress and to protect materials and equipment at the site or in transit to the site, diligently; and
- .6 fully cooperate with Owner in connection with the completion of the Project, Owner's taking possession thereof, and providing to Owner all information and documents (including, but not limited to plans, memoranda, correspondence, notes, minutes, drawings, sketches, electronic data, Contract Documents, etc.) regarding the Project.

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, adjustment or interpretation of the Contract terms, payment of money, extension of 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. A Claim must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. It is a condition precedent to Contractor's ability to pursue any Claim that written notice of the Claim by Contractor must be delivered to the Owner within twenty (21) days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, and the written notice of Claim must provide the information required by this § 15.1.2. The notice of Claim shall set forth: (i) the reasons for which the Contractor believes additional compensation will or may be due or additional Contract Time should be granted; (ii) the nature of the costs involved with the Claim and if reasonably ascertainable, the amount or estimated amount of the potential Claim; (iii) the Contractor's plan for mitigating such costs relating to the Claim; (iv) if the Contractor's Claim relates to or will affect the Project Schedule, demonstrable proof of such; and (v) suggestion to Owner to mitigate the effect of any such delay including without limitation overtime, re-sequencing and other remedial methods. If Contractor does not provide written notice to Owner within the time required herein and otherwise in conformance with the requirements of such written notice, Contractor shall be deemed to have waived any such Claim or any ability to pursue any remedies for the subject matter of the Claim if initiated after the time limit set forth in this § 15.1.2 (or otherwise in conformance herein).

§ 15.1.3 Continuing Contract Performance. 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. Without limitation to the generality to the preceding, Contractor shall discharge or remove (by bond or otherwise) any mechanic's lien filed against the property of the Project pursuant to the provisions of Section 13.9, with the understanding that TIME IS OF THE ESSENCE regarding such.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work and otherwise as a condition precedent to making such Claim, unless such Claim for an increase in the Contract Sum is the result of an Excusable Delay, then Contractor shall comply with the notice provision provided in § 8.3.1. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given before proceeding to execute the Work and otherwise as a condition precedent to making such Claim, unless such Claim for an increase in the Contract Time results from an Excusable Delay (in the manner provided in § 8.3.1).

(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The representative identified in Section 6.1 of the Agreement will serve as the Initial Decision Maker. 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within twenty (21) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may 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 such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 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.

(Paragraphs deleted)

§ 15.3 Mediation

§ 15.3.1 Any claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived by the Contractor per the Contract Documents shall be subject to mediation, if agreed in writing by both the Owner and Contractor.

§ 15.3.1.1 The process set forth above in § 15.3.1 is an "informal" and non-binding process aimed at resolving disputes between the parties to the Contract as expeditiously as possible. This process shall not be considered as a condition precedent for either party to move to a more formal dispute resolution process. Either party shall be entitled to proceed immediately with litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint.

§ 15.3.3 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

If the parties do not resolve a dispute through non-binding mediation pursuant to **§ 15.3**, the dispute shall be resolved by litigation exclusively in a court of competent jurisdiction in Westchester County in the State of New York. In connection with the foregoing, the Owner and Contractor hereby consent to the exclusive jurisdiction of the Supreme Court of the State of New York and the Federal District Court for the Southern District of New York and waive any challenge to the venue or personal jurisdiction of such courts. Notwithstanding **§ 15.3**, either party may proceed to enforce their rights in court before or while informal discussion and/or non-binding mediation is pending or without any informal discussion and/or mediation.

(Paragraphs deleted)

REQUISITION FOR PARTIAL PAYMENT - WAIVER OF LIENS

PROJECT	OWNER
GENERAL CONTRACTOR	SUBCONTRACTOR/VENDOR
CONTRACT	WORK COMPLETE
PROJECT:	CONTRACT - \$
TRADE:	CHANGE ORDERS - \$
CONTRACT - \$	TOTAL COMPLETE - \$
CHANGE ORDERS - \$	RETAINAGE (%) - \$
TOTAL CONTRACT - \$	LESS PRE. REQ. - \$
	THIS REQUISITION - \$

Waiver of Lien

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: _____ FIRM:

BY: _____

CORPORATE ACKNOWLEDGEMENT

)SS.
)

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____; that he is the officer of the said corporation executing the foregoing instrument, that he 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 signed his name thereto by like order.

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the individual who executed the foregoing instrument.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____; that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

Notary Public

Section 00 70 02

Insurance Rider
(Supplement to Article 11 of Section 00 70 00, AIA
A201-07 For Insurance Requirements for this
Project)

Name of Insurance Producer:	
Name of Insured:	

The Contractor shall purchase and maintain during the life of the contract insurances as listed herein. This insurance must be purchased from a New York State licensed, A.M. Best Rated "A" or "A+" carrier. The Owner, the Architect, their Consultants and Subconsultants shall, with the exception of Worker's Compensation and Employer's Liability Insurance, be named as additional named insureds on a primary and non-contributory basis. Contractor must submit additional insured endorsements to the District for approval.

At least ten (10) working days prior to the commencement of the Work, the Contractor and all Subcontractors shall submit to the Owner, through the Architect, a Certificate of Insurance (AIA Form G705) or Accord 25-s showing evidence of insurance coverage as required by these documents. The standard Accord Form of Certificate of Insurance or insurance carrier certificate will be acceptable for employer's liability and statutory Disability. Submit all Workers' Compensation Certificates on form C-105.2, or if funded through the New York State Insurance Fund, on form U-26.3.

All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier..

The certificate shall be issued to the Owner with a provision that in the event the policies are either canceled or diminished, at least 30 days prior notice thereof shall be given to the Owner.

The insurance required for this project shall be written for not less than limits of liability specified in this attachment or otherwise within the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

.1 General Liability: (Occurrence Form)) – Limits Per Project using ISO Form CG 00 01 07 98 or later date

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal and Adv. Injury
\$1,000,000	Occurrence
\$ 50,000	Fire Damage

\$ 5,000	Medical Expense
----------	-----------------

Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractors, and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.

Products and Completed Operations Coverage to be kept in force for 12 months after final payment; a renewal certificate is to be submitted for the project if the coverage renews in less than 12 months following the completion of the project.

Coordinate requirements for additional insurance covering contractual obligations assumed by Contractor as established in Articles 3.18 and 10.3 of these Conditions by using Endorsement ISO Form B, CG2010 11/85 or CG 20 10 10/01 plus CG 20 37 10/01 or equivalent. This endorsement must also reflect that the coverage provided is Primary and Non-Contributory. Waiver of Subrogation applies to all policies for all additional insureds.

Along with the certificate of commercial liability insurance, an endorsement detailing additional insured must be attached and included as part of this bid submission.

.2 Auto Liability to cover ALL autos; or Owned, Hired, Leased and Non-Owned Autos.

\$1,000,000	Combined Single Limit or
\$ 500,000	Bodily injury (per person)
\$1,000,000	Bodily injury (per accident)
\$ 500,000	Property Damage
\$ 5,000	Medical Payments

.3 Excess Liability: Insurance is to cover all stated insurance coverages listed within this Attachment

\$2,000,000	Each Occurrence
\$2,000,000	Aggregate
\$ 10,000	Retention (Maximum)

.4 Workers' Compensation

Statutory	Part A
Statutory	Disability
Employer's Liability	Part B
\$ 500,000	Each Accident
\$1,000,000	Disease Policy Limit
\$ 500,000	Disease Each Employee

.5 Hazardous Material Coverage

Hazardous material liability insurance as follows:	\$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations.
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Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of M CS 90.

Coverage shall fulfill all requirements of the Contract and General Conditions and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

.6 Testing Company Errors and Omission Insurance

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate

for the testing and other professional acts of the Contractor performed under the contract with the Owner.

Further, Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of Subcontractors' operations and submit same to Owner for approval prior to start of any Work.

Further, it is not the intention of these insurance requirements to require each Subcontractor, vendor or material man involved in the work to provide "excess" coverage in the amounts stated herein but the "excess" limit shall be at least 2 times the contract sum entered into between the individual Contractor and the particular Subcontractor, vendor or material man but not less than \$1,000,000.00, each occurrence, \$3,000,000 aggregate and \$10,000 retention (Maximum).

In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless Owner, Architect, Engineers, Consultants and Subconsultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

The following shall be included as Additional Insureds

- School District (NAME), Members of the Board of Education, any officer, member of its staff, employee, or representative of school district.
- KG&D Architects and ALL consultants listed on the cover of the PROJECT/SPECIFICATIONS MANUAL

Proof of Insurance shall show the following Insureds and Holder:		
(a)	Certificate Holder:	
(b)	Additional Named Insureds, on a primary basis:	
	Owner	
	Architect	
	Consultants:	

The following Insurance Certification form must be filled out and signed by both the bidder's insurance representative as well as the bidder. The signed form must then be submitted with bid documents in the bidder's sealed bid package.

Insurance Certification

Bid or Project No. # _____ **Name of Project:** _____

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

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

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

Date: _____

Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my bid and award to the next lowest bidder. Firm Name:

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

SECTION 01 10 00

DESCRIPTION OF WORK

1.01 GENERAL PROJECT DESCRIPTION

- A. The Owner Chappaqua Central School District at 66 Roaring Brook Road, Chappaqua NY 10514; invites sealed bids for the Alterations at Horace Greeley High School, 79 Roaring Brook Road, Chappaqua, NY 10514 as depicted on the accompanying Contract Drawings and the Technical Specifications.
- B. Bids shall be received in accordance with the New York State Public Bidding Laws; this project shall be executed under MULTIPLE CONTRACTS known as:
 - 1. Contract #1 – MIRRORS: The Contractor is responsible for all of Bidding and Contract Requirements, General Requirements (Divisions 0 and 01), and all work specifically indicated, including Division 08 and the Drawings, and such work types, including Demolition and cutting and patching as specifically required to complete the work of the MIRROR installations. All contractors are responsible to provide a complete installation of their work, a "turnkey" installation, as though there were no other contractors, with the exception of such work that is specifically indicated to be by another contractor. Exceptions or clarifications are as indicated in Coordination between trades set forth in Section 01 73 29.
- C. Scope Statement - For purposes of establishing the specific items of Work a listing of the "general scope" is included as follows:

Alterations to convert existing Gymnasium into Fitness Center and existing Fitness Center into Dance Studio.

This "scope" listing is to be considered as for information only; failure to list any item of work therein required to complete the Work will not relieve any Contractor from providing that work and all ancillary items necessary to complete same in accordance with the Contract Documents.

The general items of work applicable to the Project are included in the companion Technical Specifications and as depicted on the accompanying Contract Drawings.

The accompanying technical sections establish all governing requirements set forth in Part 1 as well as supplemental general items of Scope; Part 2, for all material requirements and Part 3, for all execution and workmanship requirements.
- D. Existing conditions are shown on the drawings to the best knowledge of the Architect. The Architect, however, cannot guarantee the correctness of the existing conditions shown and assumes no responsibility therefore. It shall be the responsibility of the Contractor to visit the site and verify all existing conditions.
- E. The Contractor's attention is directed to Articles 6.1.4 through 6.2.1.2 of Section 007000, which required coordination of this Contractor's work with the work and progress of other separate contracts.

- F. SECURITY PROVISIONS: Coordinate and comply with AIA 232-2009, General Conditions, and Section 01 15 01 Special Project Requirements.
 - 2. All Contractors' employees shall use a single means of access and egress, except in the case of emergency, to be designated by the General Contractor.
 - 3. Each Contractor and each Subcontractor shall require his employees, while on the job site, to wear, in a conspicuous location, a Photo I.D. badge bearing the name of the individual and the Contractor for whom working. The badges of each Contractor shall be numbered consecutively. An up-to-date list of all I.D. badges, indicating the name and number along with a copy of the photograph for each employee, shall be furnished to the Owner.
- G. Regarding special inspections, the registered design professional in responsible charge shall be the Architect. The Owner shall hire the special inspectors and shall be responsible for the cost of special inspections but the contractor is responsible for the cost of any re-inspections or retesting. The inspections required are outlined on the Statement of Special Inspection and Tests Form (attached). The Architect shall be responsible for determining the qualifications of the special inspectors, receiving and retaining all reports and assuring that any discrepancies are corrected.

Special inspectors must keep records of inspections and furnish inspection reports to the Architect of record. The reports must indicate that the work inspected was done in conformance with the approved construction documents. Discrepancies must be brought to the attention of the contractor and non-corrected discrepancies must be brought to the attention of the Architect of record. A final report of inspections documenting required special inspections and correction of any discrepancies noted must be submitted to the registered design professional in responsible charge at the completion of the project. The design professional shall forward a copy of the final report to the school district for their records.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Asbestos and lead paint awareness requirements.
- B. Construction requirements
- C. Proof of orders and delivery dates
- D. Intent of Documents
- E. Field Measurements
- F. Initial Submittal Requirements
- G. Quality Requirements
- H. Testing and Inspection Laboratory Services
- I. Manufacturers Field Services and Reports
- J. Coordination.
- K. Field Engineering.
- L. Job and Progress Meetings – See Section 013119.
- M. Design Responsibility - NONE
- N. Schedules and Milestones
- O. Additional Requirements
- P. Mold Mitigation Requirements
- Q. Waste Management
- R. Use of Premises

- S. Owner Occupancy Requirements
- T. Payrolls and Payroll Records – Coordinate with Sections 012900, 012901 and 017700

1.03 ASBESTOS AND LEAD PAINT AWARENESS REQUIREMENTS

- A. Contractor agrees not to use or permit the use of any asbestos containing material in or on any property belonging to the Owner.
- B. For purposes of this requirement, asbestos free shall mean free from all forms of asbestos including - actinolite, amosite, anthrophyhlite, chrysotile, cricidolite and tremolite both in friable and non-friable states and without regard to the purposes for which such material is used.

1.04 CONSTRUCTION TIME AND PHASING REQUIREMENTS

- A. The Contractor is advised the "time is of the essence" of the Contract as defined in Article 8 of the "Conditions". Further, safe and legal ingress and egress shall be maintained at all times to and through the occupied portions of the construction site. Attention is directed to Article 3.13 of Section 007000 for use of site, temporary new work and maintenance of legal egress at all times.
- B. Work shall proceed in such a manner as to cause the least amount of disruption to the ongoing operations as possible. COORDINATE CLOSELY WITH SCHOOL OPERATING PERSONNEL.
- C. All work and storage areas shall be completely enclosed by a fence or barricade at all times so that no student or the public can approach the area or the equipment. The Contractor shall maintain fences and barricades at all times and shall -
 - Provide signs posted on fence 50 feet on center that read "Work Area - Keep Out".
 - Maintain at all times, all exits and walkways from the Building.Where the barricade is removed for work, the Contractor performing such work shall provide adequate safety personnel to prevent unauthorized persons from approaching the work area.
 - 1. The Contractor is advised that areas of the existing buildings which are to be added to and/or altered under this Contract will remain in use during construction, coordinate with Section 015000 for temporary facilities.
 - 2. Electrical and mechanical services to functioning spaces shall be maintained at all times.
 - 3. The Contractor shall provide and maintain all required separations between old and new construction to prevent:
 - a. Entrance to construction areas by unauthorized individuals.

1.05 PROOF OF ORDERS AND DELIVERY DATES - Coordinate w/Sections 013300 and 013200.

- A. Within 2 weeks after the approval of shop drawings, samples, product data and the like, the Contractor shall provide copies of purchase orders for all equipment and materials which are not available in local stock. The Contractor shall submit written statements from suppliers confirming the orders and stating promised delivery dates.
- B. This information shall be incorporated within the progress schedules so required as part of Section 013200 and shall be monitored so as to insure compliance with promised dates.

- 1.06 INTENT OF DOCUMENTS - See Article 1, Subparagraph 1.2.1 of Section 007000 for resolution of conflicts between drawings and specifications.

Regardless of hierarchy listed in reference paragraph, in cases of conflict as to the type or quality of materials to be supplied, the more restrictive shall govern.

1.07 FIELD MEASUREMENTS

- A. Each Respective Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.
- B. This project is an ADDITION AND ALTERATION and therefore necessitates additional attention to existing conditions receiving newly fabricated and installed equipment, i.e. note the requirements for field dimensioning of shop fabricated items whether or not so required by each technical section.

1.08 INITIAL SUBMITTAL REQUIREMENTS

- A. As outlined in Sections 005000, 007000, 013300, 013200 and 015000 Contractor shall provide items noted including - bonds, insurance, emergency telephone numbers, progress scheduling, schedules of submittals, subcontractor listings, and the like prior to the start of any work.
- B. Schedule of Values
 - 1. Submit schedule on AIA Form G703.
 - 2. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement or as established in Notice to Proceed, whichever is earliest.

1.09 QUALITY REQUIREMENTS

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- E. Comply fully with manufacturer's tolerances.

1.10 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.11 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with

- building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
 - D. In finished areas, conceal pipes, ducts, and wiring within construction.

1.12 SCHEDULES

A. General

1. The objective of this project is to complete the overall work in the shortest period of time and to protect the building and occupants from damages caused by weather and construction activity during the progress of the work.
2. To meet these objectives, the Contractor shall plan the work, obtain materials, and execute the construction on the most expeditious manner possible in accordance with the requirements listed below.
3. If the Contractor fails to expedite and pursue any part of the work, the Owner may terminate the contract as per Article 14.2 or may carry out the work as per Article 2.4 of the General Conditions.
4. The Contractor shall work in coordination with work of other Contractors and with School activities with special attention to noise, dust, safety and other contract requirements for work in and around the occupied building.

B. Work Period and Milestones

Award of Contract / Notice to Proceed	January 2, 2018
Start Construction	January 3, 2018
Substantial Completion	January 31, 2019
Final Completion	February 14, 2019

1.13 ADDITIONAL REQUIREMENTS

- A. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends or necessary, at no additional cost to the Owner. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to prepare the area for occupancy with his own forces and deduct the costs from the Contract Amount.
- B. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors or to require the Contractor to work evenings and weekends.
- C. The school can be made available on weekends and evenings to allow the Contractor adequate time to complete the work before final completion date. Any custodial cost resulting in this after hours scheduling will be the Contractor's responsibility.
- D. In addition to the above-stated requirements for phasing of the work, the Contractors shall not do any noisy work in the areas where examinations will be conducted as per the published school calendar.
- E. The Contractor is responsible for temporary protection of all work until acceptance.
- F. The school will be closed on Saturdays, Sundays, regularly scheduled district holidays, and at night after cleaning crews have finished. If any Contractor wishes to work at any time when the school is normally closed, that Contractor shall arrange

and pay for custodial services for the building at the applicable district pay rates.

1.14 MOLD MITIGATION REQUIREMENTS (As applicable to Project Construction)

- A. All return air ductwork and all exhaust air ductwork be sealed tight with mastic.
- B. Do not allow open plenum returns above dropped ceilings unless the plenum is sealed tightly with respect to the exterior walls and roof.
- C. The buildings HVAC system shall not be operated during construction.
- D. All gypsum wallboard be installed with a fire sealant bead of 3/8 in. (9 mm) between the floor and the bottom edge of the gypsum, coordinate with Sections 078400 and 092900.
- E. The moisture content (or water vapor emission rate) of all concrete block walls be measured and documented by the general contractor, and that no gypsum board be hung on those walls until the moisture content of the blocks in the wall measures the same as the identical type of block that has been stored away from any rain exposure, coordinate with Sections 042000 and 092900.
- F. The moisture content of the taped and sanded gypsum board walls be measured and documented by the general contractor at two locations on each wall: the bottom edge and halfway between floor and ceiling. Interior finish may not be applied until the moisture content of the wallboard is below 0.4% on a gypsum moisture meter or below 12% on a wood meter, coordinate with Division 9 sections as applicable.
- G. The moisture content of the concrete floor slab shall be measured as soon as the building has been closed in and as soon as the slab temperature can be brought within the 65°F to 75°F (18.3°C to 23.9°C) temperature required for the measurement. If the moisture content is excessive, the air above the concrete shall be held below 30% relative humidity until the material is dry enough to meet the specification established by the respective flooring manufacturers, coordinate with Division 9 sections as applicable.
- H. Attention is directed to Sections 062000, 095100 and 099000 for temperature and humidity restrictions prior to start of work and maintenance of work conditions.

1.15 WASTE MANAGEMENT PROCEDURES AND DEFINITIONS

- A. Waste Management Coordination: Coordinate recycling of materials with Owner and as required to conform to the Construction Waste Management Plan defined in Section 017419.
- B. Contractor shall conduct Construction Waste Management meetings as outlined in Section 013119 - Project Meetings. At a minimum, waste management goals and issues shall be discussed at the following meetings:
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
 - 4. Job safety meetings.
- C. Use on-site waste as primers, sealers, underlayments, supports, backing, blocking, furring, suspension systems, and accessories as required for any purpose in patching work damaged as a result of construction activities.
- D. Waste Management Definitions
 - 1. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

2. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
3. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.
4. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
5. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
6. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
7. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others.
8. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
9. Return: To give back reusable items or unused products to vendors for credit.
10. Reuse: To reuse a construction waste material in some manner on the Project site.
11. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.
12. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
13. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
14. Toxic: Poisonous to humans either immediately or after a long period of exposure.
15. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
16. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time through outgassing including - solvents in paints and other coatings; wood preservatives; strippers and household cleaners; adhesives in particleboard, fiberboard, and some plywoods; and foam insulation.
17. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
18. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material being landfilled.

1.16 USE OF PREMISES

A. Use of Buildings and Sites:

1. Limits: Confine constructions operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated. All areas of the site with the exception of the project area

- where the Work is being performed are off limits to Contractor and his employees
2. Owner Occupancy: Allow for Owner occupancy of adjacent buildings and sites and use by the public. Conduct the Work to provide the least possible interference to the activities of the Owner's personnel and use of the buildings and sites by the public
 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Coordinate staging, parking and storage areas with the Owner's Representative.
 4. Damages: Promptly repair damages caused to adjacent facilities by work of the Contract to a good-as-new condition acceptable to the Owner.
 5. Existing Facilities: The following facilities are specifically noted as **not** to be used by Contractor or his employees:
 - a. Toilet facilities.
 - b. Food service facilities, including kitchen and dining areas.
 - c. Telephones.
 6. Utility Shutdowns: Coordinate all utility shut downs and cross overs with the Owner's Representative, schedule during off hours and non-occupied times only.
- B. Work Hours: During the school session contract work may be performed weekdays from 3:30 pm to 11:00 pm. Work hours on Saturdays and on school holidays are from 7:30 am to 4:00 pm. Summer hours are from 7:30 am to 4:00 pm. All areas affected by Work need to be in perfect condition by 6:00 am the day school opens. All asbestos abatement must be performed on weekends or school holidays. Contractors may work Saturday if additional work hours are required to meet the schedule (Saturday work will be required if necessary to meet deadline) with prior approval from the owner and Construction Manager and after Contractor has verified allowable working hours by town ordinance.
- C. Deliveries: Deliveries to any area of the project will only be allowed between 4:00 pm and 6:00 pm on school days. On Saturdays, school holidays and summer work periods, deliveries are permitted during work hours.
- D. Utility shutdowns: Coordinate all utility shut downs and cross overs with the Construction Manager, schedule during off hours and non-occupied times only.

1.17 OWNER OCCUPANCY REQUIREMENTS

- A. Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Occupancy level will be reduced during summer months when school is not in session. Coordinate with Owner's Representative for schedule of working hours and work restrictions during period when school is in session.
- B. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy. Before

partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building and site.

- C. Comply with standards for construction projects as follows:
1. Interaction with employees and the public is strictly forbidden.
 2. Use of offensive or inappropriate language is strictly forbidden.
 3. The use of radios, tape and CD players is prohibited on the site and in the buildings.
 4. Smoking is prohibited on the site and in the buildings.

1.18 PAYROLLS AND PAYROLL RECORDS – See Section 012900 and 012901

- A. In accordance with Article 8, Section 220 of the New York State Labor Law and applicable Article in the General Conditions, every contractor and subcontractor must keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:
1. Name
 2. Classification(s) in which the worker was employed
 3. Hourly wage rate(s) paid
 4. Supplements paid or provided
 5. Daily and weekly number of hours worked in each classification.
- B. Every contractor and subcontractor shall submit, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

****End of Section****

SECTION 01 15 01

SPECIAL PROJECT REQUIREMENTS

Excerpts from 8 NYCRR Section 155.5 as they address "General Safety and Security Standards for Construction Projects".

STATEMENT OF PURPOSE: "The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy"

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. All contractors, subcontractors, Sub-subcontractors, vendors and the like shall monitor their workers and require that they adhere to the following safety provisions during all construction and maintenance activities for the duration of the project.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION AS APPLICABLE TO THE PARTICULAR PROJECT SCOPE OF WORK

- A. Safe and Secure Storage of Construction Materials
- B. Fencing – Project; Material storage areas; Container/Refuse areas
- C. Gates – Manned during working hours; locked and secure off hours.
- D. Sidewalk bridges, security barriers, etc. reference "Exterior Renovations"
- E. Worker identification system
- F. Temporary partitions – separation of construction areas from occupied spaces; construction, materials, inspection and maintenance.
- G. Worker access both horizontal and vertical in occupied buildings
- H. Debris removal.
- I. Ventilation of work spaces
- J. Exiting
- K. Fire and hazard prevention
- L. No Smoking
- M. Fire extinguishers
- N. Temporary sprinklers (if any)
- O. Smoke detectors (temporary)
- P. Fire watch and maintenance of existing fire alarm systems
- Q. Storage of gas and welding equipment
- R. Noise abatement procedures
- S. Construction fume controls
- T. Off-Gassing/bake out procedures
- U. Material Safety Data Sheet log
- V. Asbestos Code Rule 56
- W. Asbestos TEM
- X. Lead Abatement/Lead paint
- Y. Indoor Air Quality – **See section 00 80 00**

- 1.03 SAFE AND SECURE STORAGE OF CONSTRUCTION MATERIALS – Coordinate with Sections 01 50 00 and 01 61 00 each as included with these documents.
- A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work.
- NOTE: If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the structure.
- 1.04 FENCING – PROJECT; MATERIAL STORAGE AREAS; CONTAINER/REFUSE AREAS – Coordinate with Section 01 50 00
- A. Barrier fencing constructed as outlined in Section 01 50 00 shall be provided surrounding all work areas, material storage locations and around dumpsters and/or chutes when involved with demolition/removal operations.
- B. Fencing shall be maintained in good sound condition throughout the entire course of construction by the Owner's Representative and/or Contractor and removed only when directed by the Architect and/or Owner's Representative.
- 1.05 GATES
- A. Gates in construction fencing shall be of construction outlined in Section 01 50 00 and shall be under either the Owner's Representative or Contractors' supervision throughout the work day and shall be secured in a locked condition at the close of any single business day and on all non work days. Gates shall be manned at all times work is in progress.
- 1.06 SIDEWALK BRIDGES, SECURITY BARRIERS, ETC. REFERENCE "EXTERIOR RENOVATIONS"
- A. As applicable to the project involved, provide overhead protective devices for the work consisting of tubular framed scaffold bridges, joist trusses and solid decking. Provide guard rails, lights and warning signs.
- 1.07 WORKER IDENTIFICATION SYSTEM – Coordinate with Section 01 10 00, Article 1.01.
- A. All Contractors' employees shall use a single means of access and egress, except in the case of emergency, to be designated by the General Contractor.
- B. The Contractor shall, for all work covered under the Contract, establish a security control system for personnel and material involved with the work herein.
- C. The control system shall include photo identification badges and the like so as to insure against unauthorized entry to the site and resultant entry to the building proper.
- 1.08 TEMPORARY PARTITIONS – SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED SPACES; CONSTRUCTION, MATERIALS, INSPECTION AND MAINTENANCE – Coordinate with Section 01 50 00 as applicable to project type.
- A. Provide temporary partitions from floors to underside of structure above, in sash and any other openings created by new construction, additions and alterations.
- B. **Such partitions shall be constructed dust-tight using steel studs and acoustically and/or thermally insulated, Level 1 taped fire rated gypsum board as specified in Section 09 29 00.**
- C. Locate enclosures as directed by the Architect and/or as shown on the drawings.

- D. In addition to partitions and closures, provide tight fitting filters over all return air grilles and/or open ducts in order to properly protect central air handling equipment.
 - E. Take all necessary precautions to avoid unnecessary dust spreading to adjoining rooms and spaces.
 - F. Keep all doors to spaces closed and provide positive seals around cracks, frames, doors and other openings within work areas.
 - G. WHERE EXTERIOR CLOSURES ARE REQUIRED, INSULATE SAME TO MAINTAIN A TEMPERATURE OF SIXTY-FIVE (65) DEGREES F. WITHIN THE PLANT WITHOUT THE USE OF SPECIAL HEATING EQUIPMENT.
 - H. All temporary enclosures/partitions/containment barriers shall be periodically inspected and maintained in good repair so as to prevent exposure to dust and contaminants outside the work and/or containment areas.
- 1.09 WORKER ACCESS BOTH HORIZONTAL AND VERTICAL IN OCCUPIED BUILDINGS
- A. A specific stairwell and/or elevator shall be assigned for construction worker use during work hours. Workers may not use corridors, stairs or elevators designated for students or school staff.
- 1.10 DEBRIS REMOVAL – Coordinate with Sections 01 50 00, 01 77 00 and 02 41 19/20.
- A. Large amounts of debris must be removed by use of enclosed chutes or similar systems. There shall be no movement of debris through corridors of occupied spaces of the building. No materials shall be dropped or thrown outside the walls of the building.
 - B. All occupied parts of the building or buildings affected by renovation activity shall be cleaned at the close of each work day.
 - C. School buildings occupied during any construction period shall maintain required health, safety and educational capabilities at all times that classes are in session.
- 1.11 VENTILATION OF WORK SPACES
- A. The General Contractor shall provide indoor air quality management as follows:
 - 1. Provide an exhaust air system for the project indoor areas which could produce fumes, VOC's off-gasses, gasses, dusts, mists, or other emissions both during construction activities **and** during required curing periods, coordinate with manufacturer's requirements for all materials used.
 - 2. Exhaust air system for the project areas which could produce emissions listed in Paragraph 1 shall be utilized. Work area exhaust shall terminate at the building exterior.
 - 3. Provide temporary partitions and air seals to prevent the migration of airborne contaminants from unoccupied areas to occupied areas when applicable.
 - 4. Quality assurance:
 - a. Maintain a negative pressure between the work area and the space surrounding the work area.
 - b. Before start of work, submit a design for the exhaust air system. Do not begin work until approval of the Construction Manager is obtained. The design shall include, but not be limited to:
 - 1. The number of machines required.
 - 2. Location of the machines in the work space.
 - 3. Description of the methods used to test air flow and pressure differential.

1.12 EXITING

- A. At all times, the General Contractor is responsible for maintenance of safety and egress requirements from work areas.

NOTE: All legal forms of egress must be maintained at all times.

- B. Provide temporary exit passage system(s) with guard and hand rails and ramps and such other measures indicated on the drawings and as specified.

1.13 FIRE AND HAZARD PREVENTION – See Section 01 50 00 for requirements for fire watches, storage and maintenance of welding gasses and temporary heating and the like.

1.14 NO SMOKING – No smoking is permitted on the grounds or within the construction area of any project.

1.15 FIRE EXTINGUISHERS – Fire extinguishers shall be provided within the work area and shall be monitored on a scheduled maintenance basis and so tagged to indicate same.

1.16 TEMPORARY SPRINKLERS (IF ANY) – See Section 01 50 00 for applicable text and requirements.

1.17 SMOKE DETECTORS – The Electrical contractor shall provide a temporary battery powered smoke detection system for all areas under construction.

1.18 FIRE WATCH AND MAINTENANCE OF EXISTING FIRE ALARM SYSTEMS – See Sections 01 35 16 and 01 50 00

- A. All Contractors shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work.
- B. During welding or cutting operations, a contractor's man shall act as a fire watcher. The fire watcher shall have proper eye protection and suitable fire fighting equipment including fire extinguisher (bearing current inspection Certificate), protective gloves and any other equipment deemed necessary.
- C. The Electrical Specialty Contractor will provide for and maintain the proper operation of fire alarm and smoke detection systems in all areas throughout the course of the project. The Electrical Specialty Contractor will provide all labor and material required to accomplish this in occupied areas of the school buildings and in areas under construction.

1.19 STORAGE OF GAS AND WELDING EQUIPMENT – See Section 01 50 00 for specific requirements and controls.

1.20 NOISE ABATEMENT PROCEDURES

- A. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum. Equipment and work shall not produce noise in excess of 60db in occupied areas or shall be scheduled for off hours or acoustical abatement procedures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.

- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
- C. Equip air compressors with silencers, and power equipment with mufflers.
- D. As established in Section 01 10 00, all contractors shall abide by the "no work" periods designated by the Owner.

1.21 CONSTRUCTION FUME CONTROLS – See Article 1.11 herein.

1.22 OFF-GASSING/BAKE OUT PROCEDURES – See Section 01 77 00

- A. Heat all areas of new construction to 95 degrees for a minimum of 72 hours.
- B. At the end of this period ventilate area with 100 percent outside air and exhaust air for a minimum of 24 hours to eliminate off gassing that occurs during bake out period.
- C. Change all air filters upon completion.
- D. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in well-ventilated heated warehouse before they are brought to the project for installation or the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or "off-gas" before re-occupancy.

1.23 MATERIAL SAFETY DATA SHEET LOG – Coordinate with Section 01 33 00

- A. Contractor shall maintain "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.
- B. The submittal of the required MSDS information shall be segregated from the required material/shop drawing/sample submittals in a separate binder and not commingled with the technical submittals, failure to so conform will be cause for rejection of any submittal.

1.24 ASBESTOS CODE RULE 56 AND ASBESTOS CONTAMINATED MATERIALS (ACM)

- A. Abatement projects as defined by Rule 56 shall not be performed while the building is occupied.
- B. In the event asbestos-contaminated materials are encountered during the work Contractor shall immediately notify the Architect and/or Owner for instructions as to procedures to be taken.
- C. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12 NYCRR 56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, New York 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined

by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.

1.25 LEAD ABATEMENT/LEAD PAINT

- A. In the event lead based paint is encountered during the work Contractor shall immediately notify the Architect and/or Owner for instructions as to procedures to be taken.
- B. Attention is directed to technical Section 09 90 00 for "protocols" concerning lead paint removals and preparation.
- C. Any construction or maintenance operations which will disturb lead based paint shall be abated pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, DC 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines

****End of Section****

SECTION 01 25 00

PRODUCT OPTIONS AND SUBSTITUTIONS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Approved Equal Clause
- B. Substitution Requests
- C. Options
- D. Contractor's Representation
- E. Reimbursements

1.03 APPROVED EQUAL CLAUSE

- A. Throughout the Specifications, types of material may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition.

Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

- B. Contractor may assume the phrase "or approved equal" except that the burden is upon the Contractor to prove such equality and to satisfy Architect that proposed substitute is equal to, or superior to, the item specified.

1.04 SUBSTITUTION REQUESTS

- A. If the Contractor elects to prove such equality, he must request the Architect's and the Owner's approval in writing for substitution of such items for the specified items, stating the differences involved with and submitting supporting data and samples, if required, to permit a fair evaluation of the proposed substitution with respect to -
 - 1. Performance;
 - 2. Delivery times and effect on schedules, if any;
 - 3. Safety;
 - 4. Function;
 - 5. Appearance;
 - 6. Quality and durability;
 - 7. Any required license fees or royalties;
 - 8. Warranty terms and conditions;The contractor shall submit a separate request for each product, supported with complete data, with drawings and samples as are appropriate to substantiate the above.
- B. The Architect, as set forth in the Post Bid Requirements in Section 00 21 00, will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

1.05 OPTIONS

- A. Where Technical Specifications permit Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions:

1. Once an option has been selected and approved, it shall be used for the entire contract.
2. The Contractor shall coordinate his selection with the drawings and specifications and make all necessary adjustments without additional cost to the Owner.

1.06 CONTRACTOR'S REPRESENTATION

- A. A request for a substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified;
 2. Will provide the same warranties or bonds for the substitution as for the product specified;
 3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as may be required for installation to make the work complete in all respects;
 4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.
 5. **Will have coordinated installation with all affected trade contractors, specialty contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.**

1.07 REIMBURSEMENTS

- A. As outlined in Section 01 33 00, when resubmittals of materials, equipment and accessories to be incorporated in the project are necessary due to failure of Contractors to properly coordinate submittals, the submitting Contractor shall compensate the Design Professionals for required re-reviews of said submittals in accordance with the following fee schedule:

Principal's Time ----- \$ 225.00 per hour
Associate's Time ----- \$ 155.00 per hour
Employees Time ----- Direct Personnel Expenses X 3.0

Engineer's Time ----- \$ 175.00 per hour

The charges incurred will be deducted from the ensuing requisition at the direction of the Owner.

****End of Section****

SUBSTITUTION REQUEST FORM

To:

Project:

<u>Section</u>	<u>Page</u>	<u>Paragraph</u>	<u>Specified Item</u>

THE UNDERSIGNED REQUESTS CONSIDERATION OF THE FOLLOWING SUBSTITUTION:

Attached data shall include, in a tabular format to provide a line by line comparison - product description, specifications, drawings, photographs, performance and laboratory tests and the like with applicable portions of said data clearly identified.

FURTHER, The Proposed Substitution WILL (OR WILL NOT) Affect:

Dimensions indicated on the drawings?

Wiring, piping, ductwork, or other building services indicated on the drawings?

Other trades and abutting or interconnection work?

Manufacturer's guarantees and warranties?

The construction schedule?

Maintenance and service parts locally available?

(NOTE - If Substitution WILL affect any item above, explain in detail.)

In addition to the above, the undersigned agrees to pay for -

- Any and all changes to the building design, including structural, civil or electro/mechanical systems engineering (if any), detailing; and
- Any and all additional construction costs caused by the requested substitution.

The undersigned further states that the function, appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item.

SUBMITTED:		DESIGN PROFESSIONAL'S COMMENTS	
By:		Accepted	Accepted as Noted
Firm:		Not Accepted	Received Too Late
Address:			
			By:
Date:			Date:
Telephone/Fax:			Remarks:
Approved For Subcontractor Submittal:			
By:		Contractor:	Date:

SECTION 01 29 00

APPLICATIONS FOR PAYMENT

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment, and supplements provisions of Article 9, Payments and Completion, of the General Conditions of the Contract.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Schedule of Values
- B. Applications for Payment

1.03 SCHEDULE OF VALUES – Article 9.2, General Conditions and Supplements thereto.

- A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. Schedule of allowances
 - f. List of products.
 - g. List of principal suppliers and fabricators.
 - h. Schedule of submittals.
 - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than seven (7) days before the date scheduled for submittal of the initial Applications for Payment.
 - 3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. For major trades with total line items exceeding \$25,000, provide a separate, back-up breakdown of each such trade with line items for identifiable units of work within such trade each of which has a value not exceeding \$25,000. Provide a computed unit price for each line total.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.

- e. Name of supplier.
- f. Change Orders (numbers) that affect value.
- g. Dollar value.
- h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- i. Phase Area (as applicable).

NOTE: Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

- 3. Provide a breakdown of the Contract Sum by Phase Area in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
- 4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- 5. Provide a separate line item in the Schedule of Values for each part of the Work where Application for Payment may include materials or equipment, purchased or fabricated and stored, but not installed. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
- 6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Unit Price Work: Show the line-item value of unit-cost allowances, as a product of the unit multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
- 8. Temporary facilities, clean up and other major cost items and correction of existing conditions are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
- 9. Project Closeout Expenses including any and all expenses involving project documentation, warranty assembly, inspection costs and fees and the like
- 10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT - See Article 9.3 of the General Conditions and Supplements thereto.

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement or in absence thereof the previous month.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form of Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution of person authorized to sign legal documents on behalf of the Contractor. The Architect will reject, and return, incomplete applications without action.

1. Entries shall match data on the approved Schedule of Values and the Contractor's Construction Schedule. Update schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws as applicable to particular project.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
- Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner and/or as included as attachment to Section 00 70 00.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, shall include the following prerequisites to processing:
1. List of subcontractors, approved.
 2. List of principal suppliers and fabricators, approved.
 3. Schedule of Values, approved.
 4. Contractor's Construction Schedule, approved.
 5. Schedule of principal products.
 6. Schedule of unit prices, approved.
 7. Submittal Schedule, approved.
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits as applicable to project requirements.
 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of pre-construction meeting.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire the Owner's insurance.
 17. Initial settlement survey and damage report, if required by particular project.
 18. Safety plan
- H. Monthly Application for Payment Administrative actions and submittals, that must precede or coincide with submittal of the periodic Application for Payment, shall include the following:
1. As-built Record documents, required documents and submittal records on site.
 2. Contractor's construction schedule, updated, with corrective action plan as applicable.

3. Material Status Report.
 4. Stored Materials forms.
 5. Submittal Schedule and submittal status reports.
 6. RFI submittal and status log.
 7. Monthly Progress report, and Notarized Progress Report Statement from each Contractor's manager/superintendent stating that the work is on schedule, and that Contractor will meet the Substantial Completion date for the Work, and the Substantial Completion dates for every portion established under Construction Phasing Schedule Section.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previous to Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. Final progress photographs.
 - l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Certified property survey as and/if required by project documents.
 7. Proof that taxes, fees, and similar obligations were paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish, and similar elements.
 10. Change of door locks to Owner's access.
 11. Consent of Surety to final payment.

Part 2 – PRODUCTS

NOT USED

Part 3 – EXECUTION

NOT USED

****End of Section****

07 December 2018
Construction Documents
SED No. 66-10-04-06-0-015-017

Chappaqua Central School District
Horace Greeley High School
Fitness Center Mirrors

SECTION 01 31 13

PROJECT COORDINATION

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Coordination of Work
- B. Trade Contractor Obligations

1.03 COORDINATION OF WORK

- A. As required by the General Conditions, and restated herein, each Trade and/or Specialty Contractor or Subcontractor shall compare the architectural, structural, civil/site, mechanical and electrical Drawings and Specifications with those for all other trades and shall report any discrepancies between them to the Architect, thru the General Contractor, and obtain from him written instructions for changes necessary to the work. All work shall be installed in cooperation with other trades installing interrelated work. Before installation, each Trade Contractor shall make proper provisions to avoid interference in a manner approved by the Architect. All changes required in the work caused by neglect to so advise the Architect shall be made by the offending Contractor at his own expense.
- B. Each Trade Contractor shall be responsible for exact location of anchor bolts, sleeves, inserts, supports, chases, conduits and openings that may be required for the work.

Attention is directed to Section 01 31 14. Each Trade Contractor shall prepare layout drawings for incorporation of items to be built-in the work, pass through the work and the like in sufficient time so as not to cause any undue delay in the execution of the work.

Built-in items shall be furnished under the same Section of the Specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located. The trade responsible for the installation of anchor bolts shall also insure that they are properly installed. Chases, conduits and openings shall be laid out in advance to permit provision in work. Sleeves and inserts shall not be used in any portion of the building, where their use would impair strength or construction features of the building. Sleeves, conduits and inserts shall be set in forms before concrete is poured. Extra work required where anchor bolts, supports, sleeves, chase openings, conduits or inserts have been omitted or improperly placed shall be performed at expense of trade which made error or omission.

- C. Slots, chases, openings and recesses through floors, walls, ceilings and roofs as specified will be provided for the various trades in their respective materials under

general construction work, but the trade requiring them shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so.

- D. Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc. shall be adjusted to accommodate the work to interferences anticipated and encountered. Each Trade Contractor shall determine, and submit for approval, the exact route and location of each pipe, duct and electrical raceway prior to fabrication.

Approval by the Architect is required prior to any such modifications.

- E. Lines which pitch shall have the right of way over those which do not pitch.

For example, plumbing and condensate piping drains shall normally have right of way.

Lines whose elevations cannot be changed shall have the right of way over lines whose elevations can be changed.

- F. Offsets, transitions and changes in direction in pipes, ducts and electrical raceways shall be made as required to maintain proper headroom and pitch of sloping lines whether or not indicated on the Drawings. Each Trade Contractor shall provide air vents, sanitary vents, pull boxes, etc.; as required to effect these offsets, transitions and changes in direction.
- G. Each Trade Contractor shall install all mechanical and electrical work to permit removal (without damage to other parts) of coils, heat exchanger bundles, fan shafts and wheel, draw-out circuit breakers, filters, belt guards, sheaves and drives and all other parts requiring periodic replacement or maintenance. Each Trade Contractor shall arrange pipes, ducts, raceways, traps, starters, motors, control components, and the like, to clear the openings of swinging and overhead doors and of access panels.
- H. In all locations where subjected to public access, or in any occupied spaces, any and all piping systems servicing mechanical delivery systems which run on the face of construction shall be encased in a permanent encasement such as steel studs and drywall; steel framing, lathing and plaster; or other suitable and approved materials.
- I. AS REQUIRED BY COORDINATED SCHEDULING, The General Contractor shall provide temporary weathertight and protected openings in structure to facilitate placement of equipment.

1.04 TRADE CONTRACTOR OBLIGATIONS

- A. The Trade Contractors are required to supply all necessary supervision and coordination information to any other trades who are supplying work to accommodate the electrical and mechanical installations.
- B. Where a trade is required to install items which it does not purchase, it shall include for such items:
 - 1. The coordination of their delivery.
 - 2. Their unloading from delivery trucks driven in to any designated point on the property line at grade level.
 - 3. Their safe handling and field storage up to the time of permanent placement

- in the project.
- 4. The correction of any damage, defacement or corrosion to which they may have been subjected.
- 5. Their field assembly and internal connection as may be necessary for their proper operation.
- 6. Their mounting in place including the purchases and installation of all dunnage supporting members and fastenings necessary to adapt them to architectural and structural conditions unless support members are shown on structural or architectural drawings.
- 7. Their connection to building systems including the purchase and installation of all terminating fittings necessary to adapt and connect them to the building systems.
- C. Items which are to be installed but not purchased as part of the work of a particular trade shall be carefully examined by this trade upon delivery to the project.

Claims that any of these have been received in such condition that their installation will require procedures beyond the reasonable scope of the work of the installing trade will be considered only if presented in writing within one week of the date of delivery to the project of the items in question.

The work of the installing trade shall include all procedures, regardless of how extensive, necessary to put into satisfactory operation, all items for which no claims have been submitted as outlined above.

****End of Section****

SECTION 01 31 14

COORDINATION DRAWINGS AND PROCEDURES

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.
- D. Coordination of the work shall be performed as outlined below.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Scheduling (Coordinate with Section 01 32 00)
- B. Coordination Drawings and Procedures - Electrical Work
- C. Meetings
- D. Penalties

1.03 SCHEDULING

- A. Development of coordination drawings shall begin immediately upon award and shall not be dependent upon structural shop drawings; development shall be based upon structural information included on the Contract Documents.
- B. During the "final" review of the coordination drawings, the approved structural shop/fabrication drawings shall be checked and any conflicts identified. General Contractor shall coordinate and insure structural shop drawings are processed so as to meet this requirement. Failure to prosecute same in a timely manner will be cause for implementation of penalties as outlined in 1.07 herein.
- C. Progress of coordination drawings must be reported at every project meeting until accepted.

1.04 COORDINATION DRAWINGS AND PROCEDURES - GENERAL CONSTRUCTION WORK

Attention is directed to this Section for coordination drawing requirements for this project. These drawings are critical to the proper execution of the Work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".

1.05 COORDINATION DRAWINGS AND PROCEDURES - MECHANICAL/ELECTRICAL WORK

- A. Electrical work shall be coordinated as indicated by the following procedure. Review of coordination drawings shall not diminish responsibility under this Contract for final coordination of installation with Architectural work.

NOTE: Electronic documents (CAD files) can be used for these operations based upon agreement between all parties and in accordance with terms and conditions set for obtaining of CAD files as per attachment to Section 01 33

00.

- B. Coordination Drawings include but are not necessarily limited to:
 - 1. Partition/room layout.
 - 2. Ceiling tile and grid.
 - 3. Light fixtures.
 - 4. Major electrical conduit runs, panelboards, feeder conduit and racks of branch conduit.
 - 5. Above ceiling miscellaneous metal.
 - 6. Fire Protection Systems.
- C. All coordination drawings shall be delivered to the Architect at the end of the project as part of the record drawing requirements set forth in Article 3.11 of the General Conditions.

1.06 MEETINGS – Coordinate with Section 01 31 19

- A. Coordination meetings to resolve interferences in the work will be held at the project site under the direction of the Architect and Owner's Representative.

Representatives of each Contractor shall be present at each meeting.

Each Contractor shall provide the necessary manpower and/or overtime to insure that the coordination process described herein does not delay the Project Schedule.

1.07 PENALTIES

- A. FAILURE OF ANY INDIVIDUAL PRIME CONTRACTOR TO PARTICIPATE IN THE PREPARATION OF SAID COORDINATION DRAWINGS AND TO OBTAIN ARCHITECT'S REVIEW AND CONCURRENCE THEREOF WILL RESULT IN FORFEITURE OF THEIR RIGHT OF PAYMENT UNTIL SAID DRAWINGS ARE ACCEPTED.
- B. REPEATED VIOLATIONS OF THIS CONTRACTUAL REQUIREMENT MAY RESULT IN TECHNICAL DEFAULT OF THE AGREEMENT BETWEEN THE OWNER AND THE OFFENDING PRIME CONTRACTOR;

HOWEVER, THE FAILURE OF THE OWNER TO SO TERMINATE SHALL NOT RELIEVE THE CONTRACTOR FROM FUTURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS SECTION.

****End of Section****

SECTION 01 31 19

PROJECT MEETINGS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Initial (Kick-Off or Orientation) Meeting
- B. Regular Project Meetings
- C. Job Progress Meetings
- D. Job Coordination Meetings
- E. Pre-Installation Conferences
- F. Recording

NOTE: As part of all individual meetings outlined above there shall be a Waste Management program discussion held with all responsible parties in attendance.

1.03 INITIAL (KICK-OFF OR ORIENTATION) MEETING

- A. The Owner's Representative will schedule the initial job meeting, prior to the start of any work, at the project site and will notify all parties concerned of the time and place of the meeting.
- B. Attendance:
 - 1. Prime Contractor (s) or Construction Manager if involved
 - 2. Owner's Representative or Owner.
 - 3. Architect and principal consultants.
 - 4. Major subcontractors and suppliers as deemed appropriate.
 - 5. Representative of Testing Laboratory if independent.
- C. Review and Discuss:
 - 1. Relation and coordination of various parties, and responsible personnel for each party.
 - 2. Use of premises, including office and storage areas, temporary controls, and security procedures.
 - 3. Waste management requirements as outlined in Section 01 74 19.
 - 4. Construction schedule and critical work sequencing.
 - 5. Processing of:
 - a. Contract modifications.
 - b. Shop Drawings, Product Data, and Samples.
 - c. Applications for Payment.
 - d. Substitutions.
 - e. Requests for Information.
 - f. Other required submittals.
 - 6. Adequacy of distribution of Contract Documents.
 - 7. Procedures for maintaining contract closeout submittals.
 - 8. Installation and removal of temporary facilities.
- D. Notification procedures and extent of testing and inspection services

- E. The meeting will be conducted by the Architect and Owner's Representative and shall address the conduct of the job, lines of communications, and the like. Discussions on waste management requirements as outlined in Section 01 74 19 shall be part of the agenda.
- F. All Contractors are required to attend.

1.04 REGULAR PROJECT MEETING AGENDA

- A. Coordinate the Work of the Project (Reference Section 01 31 14).
- B. Establish a sound working relationship among the Contractors, the Architect and the Owner.
- C. Review and update progress, submittal and delivery schedules.
- D. Review job progress.
- E. Review progress payment requests; change proposals and change orders.
- F. Expedite the work to completion within the project schedule.
- G. Provide a 2 week look ahead schedule.

1.05 JOB PROGRESS MEETINGS

- A. Unless otherwise directed, bi-weekly job meetings will be held by the Owner's Representative. Present at these meetings shall be EACH CONTRACTOR or a representative authorized to make commitments for action on behalf of the Contractor and the Owner.
- B. EACH CONTRACTOR shall arrange for the participation of its Subcontractors when their presence is required by the Owner's Representative and/or the Architect.
- C. The minimum agenda will cover:
 - 1. Review minutes of previous meetings.
 - 2. Note field observations, problems, and decisions.
 - 3. Identify present problems and resolve them.
 - 4. Plan work progress during next work period and its effect on the related work of others.
 - 5. Review shop drawings and submittal schedules.
 - 6. Review change order status.
 - 7. Review status of construction progress schedule.
 - 8. Coordinate occupancy arrangements and access requirements with Owner.
 - 9. Discussions on waste management requirements as outlined in Section 01 74 19 shall be part of the agenda.

1.06 JOB COORDINATION MEETINGS (Reference Section 01 31 14)

- A. On a bi-weekly basis, either on the day of the schedule job progress meeting, or such other time established, a "working" coordination meeting will be held at the project site. Present at these meetings shall be **each contractor's site supervisor** with men working, or **scheduled to work within the ensuing 2 weeks**, and the Owner's site Representative.

Further, prior to the start of any major trade work, a coordination meeting following the guidelines established herein shall be held subject to the same parties presence as for general meetings.

- B. Meeting shall be used to coordinate work between contracts for the ensuing 2 weeks. At the close of the meeting, each supervisor shall, in an agreed format, provide a summarized 2 week work plan to the other contractors and the Owner's Representative.
- C. The time and place for the meetings will be as established in the preconstruction meeting.
- D. Minutes will be taken by the party designated and distributed to all parties involved and the Owner's Representative or the General Contractor will provide, at the next regular progress meeting, a verbal report of the date and time of the last coordination meeting and a listing of those present.

1.07 PRE-INSTALLATION CONFERENCES

- A. Where required in individual specification Section, convene a pre-installation conference at project site or other designated location.
- B. Require attendance of parties directly affecting or affected by work of the specific Section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

- 1.08 RECORDING: The Owner's Representative or the Architect, as agreed to by contract, shall write minutes of all meetings and distribute them to all parties present and to those on the distribution list given out at the orientation meeting within 48 hours of the meeting.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

****End of Section****

SECTION 01 32 00

SCHEDULING AND PROGRESS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the "Conditions of the Contract" and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project.
 - 1. "Contractor for General Construction (CGC)" meaning the party responsible for the preparation of, and monitoring of, the coordinated project progress schedule (CPPS) prepared in consort with the "Prime Contractors" as defined below;
 - 2. "The Contractor" or "Contractor" meaning that Prime Contractor normally responsible for that work referenced;
 - 3. "Prime/Trade Contractor" meaning either the - General, Plumbing, HVAC or Electrical Contractors normally responsible for the referenced work;
 - 4. "Coordinated Project Progress Schedule (CPPS)" meaning that schedule prepared by the "Contractor for General Construction" with all required input from each of the "Prime Contractors" as defined in Paragraph 1.01.C.3 above.and such other terms relating to Contractors to be taken in context with respect to referenced work.
- D. The requirements set forth within this section are directed to all Contractors involved in the work and shall be considered mandated requirements subject to penalties as defined elsewhere in this Section.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Preliminary Requirements
- B. Commencement, Prosecution and Completion of the work
- C. Coordinated Submittal Schedules
- D. Proposed Product List and Status Report on Material Orders - See Article 1.11 of Section 01 33 00; failure to comply with these requirements shall result in rejection of schedules and withholding of any requisitions.
- E. Coordinated Project Progress Schedule
- F. Breach of Contract
- G. Time of Completion

1.03 PRELIMINARY REQUIREMENTS (Coordinate with Post-Bid Requirements set forth in Section 00 21 00)

- A. Within seven (7) days after bids are opened, and before the Contract is executed, the three (3) apparent low bidder for each trade/contract must submit to the Architect, in writing, a list of duration's and a sequence, in the form of a bar chart, for all activities that are the responsibility of the bidder. Contractor's proposed work force and other resource loading for each activity of the bar chart, broken down by trades, must also be provided. Failure to comply with this requirement may be cause for rejection of the bid.

- B. The apparent low bidders, concurrent with the submission of bar chart for each school, shall also submit to the Architect, in writing, the following information:
 - 1. Shop drawing and material sample schedules keyed to the duration's submitted in the bar chart. (See Section 01 33 00)
 - 2. Schedules for the award of subcontractor and equipment contracts keyed to the duration's submitted for the bar chart.
 - 3. The name of the person who, as Scheduling Coordinator for the apparent low bidder, is authorized to act on behalf of the apparent low bidder on all matters of scheduling included in this Section. Once named, the Scheduling Coordinator may only be replaced after written notice is given to the Owner's Representative and Architect. The Contractor agrees, upon the request of either of the two parties, to replace the Scheduling Coordinator.
- C. Failure to comply with this subsection 1.03 of this Section of the General Requirements may be cause for rejection of the bid and forfeiture of security. (See the "Post-Bid Procedures" in the Instructions to Bidders.)

1.04 COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK

- A. Contractor shall commence work under this contract upon receipt by him of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, and shall prosecute said work diligently and complete the work within the stated calendar days for each portion of the work as set forth in Section 01 10 00.
- B. The time stated for completion for contract work includes final cleanup of area. Upon completion of total Contract work, ALL AREAS SHALL BE CLEAN.
- C. The Contractor is to carry on responsibility for services and maintenance of such items as temporary roads, walks, ramps, field offices, parking areas, environmental controls and the like until work under this contract is complete, unless otherwise directed by the Owner. Coordinate work herein with Section 01 10 00, Description of Work.

1.05 COORDINATED SUBMITTAL SCHEDULES

- A. Within two (2) weeks after receipt of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, each Contractor shall submit, to each other for review and comment prior to submittal to the Contractor for General Construction, a detailed listing of all items to be incorporated within the work, including all items of mechanical and electrical.

This agreed upon information will then be incorporated in the "CPPS" as prepared by the "CGC" in accordance with Paragraph 1.05 of this Section.

Listing should generally include the following:

- 1. Overall project milestones;
- 2. Proposed products list and status report on material orders.
- 3. Dates of shop drawing/sample submittals;
- 4. Guaranteed delivery dates after shop drawing and/or sample approvals;
- 5. Date of installation start;
- 6. Date of installation completion.

1.06 COORDINATED PROJECT PROGRESS SCHEDULE

- A. Within two (2) weeks after receipt of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, but prior to the actual start of the field work, the

Contractor for General Construction shall submit to the Architect for his approval the proposed Coordinated Project Progress Schedule giving the information listed below.

In order to complete the "CPPS" each Contractor shall submit to each other for review, comment and time coordination prior to submittal to the Contractor for General Construction, their requirements so as to allow for said schedule to be drawn.

EACH CONTRACTOR SHALL SIGNIFY ACCEPTANCE OF SAID COORDINATED PROJECT PROGRESS SCHEDULE BY SIGNING PRIOR TO SUBMITTAL.

FAILURE OF THE "CGC" TO SUBMIT SAID COORDINATED PROJECT PROGRESS SCHEDULE AND TO OBTAIN APPROVAL THEREOF WILL RESULT IN FORFEITURE OF RIGHT OF PAYMENT UNTIL SAID SCHEDULE IS APPROVED.

SHOULD SUCH FAILURE BE CAUSED BY THE LACK OF COOPERATION ON THE PART OF ANY CONTRACTOR, SAID CONTRACTOR WILL BE PENALIZED BY FORFEITURE OF RIGHT OF PAYMENT AS WELL AS BEING HELD RESPONSIBLE FOR ANY DELAYS AND RESULTANT COSTS AS OUTLINED IN THE GENERAL CONDITIONS THAT MAY ACCRUE UNTIL SUCH PARTICIPATION IS FORTHCOMING AND SAID SCHEDULE IS APPROVED.

The minimum information contained within the required project progress schedule shall consist of -

1. The estimated dates the various classes of work included in the Schedule of Values will be started and completed.
2. The estimated percentages of completion to be obtained and the total dollar value of the various classes of said work projected to the end of each calendar month until substantial completion.

Calculations shall be based upon - work in place; materials on site and not installed; materials fabricated and stored under suitable conditions and insured to full value in a manner satisfactory to Architect and Owner; and such other items as may be agreed to among the Contractor, Architect and Owner.

3. The estimated delivery and installation dates of the major pieces of equipment to be furnished and installed by the Contractor.
 4. The estimated projected progress of work that will be performed away from the job site.
 5. A delineation of the work that will be performed by the Contractor's own forces and by his Subcontractors.
 6. The estimated calendar dates on which all the work under the contract will be completed and ready for substantial completion and final inspections.
- B. The Coordinated Project Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation, and leading to a reasonable certainty of Substantial Completion by the date established in Section 01 10 00.

The "CPPS" will be reviewed by the Architect and Owner's Representative for compliance with the requirements of this article and will be accepted by them or returned to the "CGC" for revision and resubmittal.

In the event that said schedule is returned, each contractor shall participate in the revision, as required, to prepare same for resubmittal.

Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been submitted to the Architect and Owner's Representative and approved by both parties.

- C. As the work progresses, an up-to-date copy of the "CPPS" with the actual percent completion of the various classes of the work indicated in red shall be submitted by the "CGC", with input from each Prime Contractor, to the Architect and/or Owner's Representative during the first week of each calendar month. (Distribution to be established as part of "preconstruction meeting".

Each Prime Contractor shall sign the monthly schedules as a prerequisite to the requisitioning process.

The "CPPS" may be adjusted and revised to meet unforeseen job conditions, but such changes shall, at all times, be approved by the Architect and the Owner's Representative.

- D. A copy of the "CPPS" shall be available at all times at the job site for the inspection and guidance of other Contractors, Subcontractors and Vendors engaged on any construction phase of the project.

It shall be the responsibility of Each Contractor to ascertain that all his Subcontractors, Vendors and Material men periodically consult the Schedule so that their work schedule shall be maintained in conformance with his own.

It shall also be the responsibility of Each Contractor to periodically consult the Job Progress Schedules of any other Contractors that may be engaged on any separate construction of the project, so that undue delay in progress on their part shall not delay the work of the other Contractors.

- E. AN UP TO DATE COPY OF COORDINATED PROJECT PROGRESS SCHEDULE MUST BE ATTACHED TO MONTHLY REQUISITION IN ORDER FOR PROCESSING TO BEGIN.

INCOMPLETE REQUISITIONS WILL BE REJECTED.

1.07 BREACH OF CONTRACT

- A. The Contractor's failure to comply with any requirement called for in subsections 1.04, 1.05 and 1.06 above shall constitute a material breach of the Contract, and the Owner shall have the right to and may terminate the Contract, provided, however, that the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

- 1.08 TIME OF COMPLETION – Coordinate with Article 8, Sections 00 70 00 and 01 10 00
- A. Notwithstanding the implementation of the Construction Schedule, it is the sole responsibility of the Contractor to complete the Work within a Contract Time which will assure the substantial completion of the Project by the required date.

****End of Section****

SECTION 01 33 00

SUBMITTAL REQUIREMENTS

NOTES:

- SUBMISSIONS CAN BE MADE ELECTRONICALLY PROVIDED THAT SAID SUBMISSIONS FOLLOWS THE CRITERIA OUTLINED HEREIN AND BOTH THE FORMAT FOR THE OVERALL PROCESS IS AGREED TO BETWEEN ALL PARTIES PRIOR TO INITIAL START OF THE PROJECT.
- SUBMITTAL TRANSMISSIONS SHALL BE LIMITED TO THE TECHNICAL PRODUCT AND DRAWING REQUIREMENTS ONLY. MSDS DATA SHALL NOT BE TRANSMITTED AS AN INTEGRAL PART OF THE SUBMITTAL BUT SHALL BE INCLUDED AS A SEPARATE DOCUMENT FOR THE EXPRESS PURPOSE OF ASSEMBLING THE REQUIRED FIELD MANUAL AS SPECIFIED HEREIN.
- **ALL SUBMITTALS SHALL BE MADE THROUGH THE SUBMITTAL EXCHANGE PROCESS – EMAIL TRANSMITTAL OF SAME WILL NOT BE ACCEPTED AND WILL BE RETURNED WITHOUT REVIEW.**

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.
- D. Where practical, submittals shall be made in groupings where installations are complimentary, i.e. steel, steel decking, steel stairs, stair railings; roof systems/flashings; etc. **Failure to comply with this requirement will be cause for rejection of any or all submittals.**

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- E. The Contractor is encouraged to submit for approval products made from recycled and/or environmentally responsible material. Every effort will be made by the Design Professional Team to approve these materials; the substitution request procedure shall still be enforced.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Related Work Specified Elsewhere.
- B. Approved Equal Clause/Substitutions/Options
- C. Certification.

- D. Manufacturer's Instructions
- E. Submittal Instructions
- F. Shop Drawings
- G. Samples
- H. Material Safety Data Sheet (MSDS) Submittals
- I. Proposed Products List and Status Report on Material Orders
- J. Scheduling of Submittals
- K. Job Progress Schedule - See Section 01 32 00
- L. Coordination Drawings
- M. Progress Photographs
- N. Certificates
- O. Construction Waste Management Procedures and Certifications – See Section 01 74 19.
- P. V.O.C. Compliance certification – See individual technical sections.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. 01 29 00 - Applications for Payment and the Schedule of Values .
- B. 01 31 13/14 - Project Coordination and Coordination Drawings.
- C. 01 32 00 - Scheduling and Progress.
- D. 01 43 26 - Testing Laboratory test and inspection reports.
- E. 01 77 00 - Project Closeout requirements.
- F. 01 77 19 - Project Record Documents.
- G. 01 78 23 - Operation and Maintenance.
- H. Divisions 2 through 33 Sections for specific requirements for submittals in those Sections.

1.04 APPROVED EQUAL CLAUSE/SUBSTITUTIONS/OPTIONS - Section 01 25 00

1.05 CERTIFICATION

- A. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of this work for which specific performance requirements and/or manufacturers' specifications are listed. It shall be the responsibility of the Contractor to secure two (2) copies of each certification when required and transmit same to the Architect.
- B. Sample Certification Form (2 pages) Section 01 33 06 as an exhibit at the close of this Section. Each item requiring certification shall be so noted and affidavits shall be filed singly to cover each specified material, installation, application and the like. CERTIFICATIONS SHALL BE SUBMITTED AS PART OF THE CLOSE OUT DOCUMENT REQUIREMENTS SET FORTH IN SECTION 01 77 00.
- C. Decorations, Furnishings and Interior Finish - The Contractor's attention is directed to the New York State Fire Code as it relates to regulations controlling decoration, furnishings and interior finishes as they affect the work of this Contract.

It is deemed the sole responsibility of the vendors furnishing fabrics, floor coverings, ceiling finishes, wall coverings and finishes and the like as covered by the regulations to submit applications and obtain approvals for same without additional charges to the Owner. Failure to obtain, and submit, approvals in accordance with requirements of this section will result in rejection of any submittal for this phase of the work.

- D. Packaged Equipment: Where packaged (factory assembled) mechanical and electrical equipment is furnished, a certificate shall be included with the submission of shop drawings or catalog data stating that the equipment complies with OSHA, National Electric Code, and applicable Underwriter's Laboratories Standards in respect to motor protection, grounding and protection against hazards, and is approved by all Regulatory Agencies.

1.06 MANUFACTURER'S INSTRUCTIONS

- A. Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications or recommendations, before the item is installed.

1.07 SUBMITTAL INSTRUCTIONS

- A. Transmit each submittal, except sample installations and sample panels to the Architect. Transmit submittals with Submittal Cover Sheet attached as Section 01 33 02. On the Cover Sheet identify Contractor, indicate date of submittal, and include information prescribed by form and required in paragraph entitled, "Submittal Requirements" of the individual technical Section and as follows. Process transmittal forms to record actions regarding sample installations and panels.
1. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
 2. Name of Owner.
 3. Name of Project and location.
 4. Construction contract number/designation.
 5. Product Identification.
 6. Manufacturer.
 7. Subcontractor/Supplier.
 8. Spec Section No.
 9. Spec Paragraph/Article.
 10. Drawing No(s).
 11. Drawing Date(s).
 12. Room or Detail No(s).
 13. When a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission.

1.08 SHOP DRAWINGS

- A. The following serves as a further definition of the requirements for shop drawing submittals as covered in Article 3.12 of the General Conditions:
1. The Contractor shall submit to the Architect with such promptness as to cause no delay in the work, layout, detail, schedule, setting, product data and shop drawings for each part of the work as specified or required.
 - a. Submission of data for review by the Structural and Mechanical/Electrical Engineers shall be sent directly to those Engineers with duplicate transmittals sent to the Architect.
 2. BEFORE SUBMITTING ANY DATA FOR APPROVAL, THE CONTRACTOR SHALL CHECK THE SUBMITTALS OF ALL SUBCONTRACTORS FOR ACCURACY AND CONTRACT COMPLIANCE. ALL SUBMITTALS SHALL BE UNDER THE COVER SHEET ATTACHED HERETO. SUBMITTALS NOT COMPLYING WITH THE ABOVE SHALL BE RETURNED TO THE

SUBMITTING CONTRACTOR WITHOUT EXAMINATION BY THE ARCHITECT. Contractor shall see that all work contiguous with and having bearing on work indicated on drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements.

EACH CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK AND SUBMITTAL WITH OTHER CONTRACTORS PERFORMING WORK ON THE PROJECT.

SHOULD ANY CONTRACTOR CAUSE THE NEED FOR RE-SUBMISSION OR RE-REVIEWS OF PREVIOUSLY APPROVED INFORMATION OF ANOTHER CONTRACTOR, ALL COSTS INVOLVED WITH SAID REVIEW WILL BE BACKCHARGED AT THE RATES SET FORTH IN SECTION 01 25 00 TO THE CONTRACTOR CREATING THE NEED FOR ADDITIONAL REVIEWS.

3. Shop drawings shall be numbered consecutively and shall represent:
 - a. All working and erection dimensions.
 - b. Arrangement and sectional views.
 - c. Necessary details, including information for making connections to other work.
 - d. Kinds of materials and finishes. Colors, where applicable
4. Shop drawings shall be dated, and shall generally contain:
 - a. Name and Number of project.
 - b. Name, address and telephone number of submitting Contractor.
 - c. Description of required equipment, materials, and classification item numbers.
 - d. Locations at which materials or equipment are to be installed in the Work.
 - e. Identification of drawings, schedules, notes and/or details and specification sections and related paragraphs/articles to which they apply.
 - f. Equipment or fixture identification corresponding to that used in Contract Documents.
 - g. Accessories and special or non-standard features and materials which are being furnished.
 - h. Properly marked with external connection identification as related to the project where they consist of standard factory assembly or field installation drawings.

In addition to the general data required above, mechanical and electrical submissions shall contain:

- a. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
- b. Certified dimensional drawings including clearances required for maintenance or access (coordinate with Section 01 31 14)
- c. Performance data, ratings, operating characteristics, and operating limits.
- d. Electrical ratings and characteristics.

- e. Wiring and control diagrams, where applicable.
 - f. Certifications requested, including UL label or listing.
 - g. List of accessories which are required but are NOT being provided by the product manufacturer or are NOT being furnished under this Section. Identify the Section(s) under which the accessories are being furnished.
5. Submission of data for approval shall be accompanied by letter of transmittal, in duplicate, containing the name of the project, Contractor's name, number of drawings, titles and other pertinent data.
6. Procedure for Submitting Shop Drawings and Product Data:

The contractor shall submit five (5) copies of data, for standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, performance characteristics, operating clearances, capacities, wiring diagrams and all other pertinent information.

Two copies of reviewed submissions will be returned to the contractor.

For all other shop drawings, Contractor shall submit one transparency for each drawing until final approval is obtained.

Each drawing transparency shall have a clear space approximately 4 inches by 10 inches on the right hand side for stamps showing "Date Received" and disposition of submittal.

In addition to the transparency, three (3) prints shall be required.

- a. After completion of checking, the Architect, and Engineer (as appropriate) will retain one print for his record and return the transparencies to the submitting Contractor.

The average "turn around time" of any one in-house submittal by the Architect shall not exceed 15 business days for review and at least 20 business days when another consultant is involved.

- b. For drawings returned "Resubmit", "Amend & Resubmit", "Disapproved" or "Rejected-Resubmit", the original drawings shall be corrected, a new transparency made, and resubmitted until final approval.

NOTE: The Owner reserves the right to backcharge the Contractor for the additional costs beyond the review of any resubmittal as outlined in Section 01 25 00.

- c. For drawings returned "Approved", "No Exceptions Taken", "Approved as Noted", and "Make Corrections Noted", the Contractor shall obtain and provide sufficient prints as required for the field.

NOTE: It is the responsibility of the contractor to confirm all dimensions, quantities, and the coordination of materials and

products supplied by him with other trades. Approval of shop drawings containing errors does not relieve the contractor from making corrections at his expense.

7. No work as called for by shop drawings shall be done until Architect's approval.
8. IF SUBMITTALS SHOW VARIATIONS FROM CONTRACT REQUIREMENTS BECAUSE OF STANDARD SHOP PRACTICES, OR OTHER REASONS, CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL.
9. APPROVAL OF SHOP DRAWINGS IS GENERAL. IT SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY OF SUCH DRAWINGS, NOR FOR THE FURNISHING OF MATERIALS OR PROVISION OF WORK REQUIRED BY THE CONTRACT AND NOT SHOWN ON THE SHOP DRAWINGS.

Unless it is an interpretation of design intent, approval of shop drawings shall not be construed as approval of departures from Contract.

10. If the Contractor should alter any information on previous submittals, besides the notations called for by the Architect, he must circle this new information to bring it to the Architect's attention.
11. ***Where practical, in submitting data for approval, all associated drawings, product data and the like, relating to a complete assembly shall be submitted at one and the same time so that each may be checked in relation to the entire proposed assembly.***

PARTIAL SUBMISSIONS WILL BE RETURNED WITHOUT ACTION TAKEN.

EXTRANEIOUS MATERIAL ON PRODUCT DATA SHEETS SHALL BE STRUCK PRIOR TO SUBMITTAL.

Resubmittals of any data shall be "complete", i.e. – Lighting Fixture resubmittal shall include all fixtures whether or not some have been approved so that when the entire submittal is approved, a full record copy is on file.

12. Contractor shall have copies of all approved shop drawings as listed in Paragraph 1.08.A.6 above on the job at all times and shall make them available to the Architect or the Owner's representatives.

1.09 SAMPLES

A. The following serves as a further definition of the requirements for sample submittals as covered in Article 3.12 of the General Conditions:

1. Names of proposed manufacturers, materialsmen and dealers who are to furnish materials, fixtures, appliances or other fittings shall, where practical, be submitted to the Architect for early approval to afford proper investigation and check.

2. No manufacturer will be approved for any materials to be furnished under this contract unless he shall be of good reputation and shall have plant of ample capacity and shall have successfully produced similar products.
3. All transactions with manufacturers and subcontractors shall be through the Prime Contractor.
4. Unless otherwise specified, samples shall be in duplicate (2) and of adequate size to show quality, type, color, range, finish, texture, etc.

INTERRELATED COLOR SELECTIONS WILL NOT BE MADE UNTIL ALL PERTINENT SAMPLES ARE MADE AVAILABLE TO ARCHITECT.

Deliver one (1) sample to field office and one (1) sample to Architect's office unless otherwise directed.

5. Each sample shall be labeled, bearing material and quality names, submitting Contractor's name, and project name, and other pertinent data.

In accordance with OSHA regulation Number 1910.1200, a Material Safety Data Sheet (MSDS) shall be submitted for each product to be incorporated in the work.

The sole purpose for requiring submittal of MSDS sheets as outlined herein and respective technical sections is to advise the General Contractor that health and safety is of primary importance to the execution of the work and for the future occupants of the project under construction. It is to be assumed, and will be enforced, that the submission of MSDS sheets be made as a separate package, covered by it's own transmittal and marked "for evidence of legal compliance". This submission will be noted and returned with a stamp indicating "SUBMITTED INFORMATION ONLY, NOT REVIEWED". **Failure to observe these submittal requirements will be cause for rejection of the entire submittal.**

The safe handling of products by the applicator according to MSDS warnings is a safety issue, like any other, entirely within the purview of the Respective Prime Contractor.

6. Where Specifications require manufacturer's printed installation directions, such directions and diagrams shall accompany samples. Coordinate with Paragraph 1.05 herein
7. A duplicate letter of transmittal from the submitting Contractor requesting approval of the sample shall accompany the samples.
8. Transportation charges to designated locations must be prepaid on all samples.
9. Materials shall not be ordered until approval is received in writing from the Architect.
10. ***All materials shall be furnished equal in all respects to the samples which were approved.***

1.10 MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTALS

- A. As specified in Paragraph 1.09 of this Section and within the technical sections forming this Specification, the Contractor is directed to the following requirements concerning "MSDS" submissions.
 - 1. Submit MSDS's for all products used during construction whether incorporated within the work or used in the performance of the work.
 - 2. Identify which products may be harmful to construction workers or other building occupants.
 - 3. Develop means and methods for protection of construction workers and other building occupants from potentially harmful products. **Submit said means and methods to the Owner for review and approval.**
 - B. Further, the General Contractor with assistance from each individual contractor shall maintain a "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.
 - C. **Attention is directed Section 01 77 00, Article 1.04.A.12 for final closeout submittal of MSDS compilation to the Owner.**
- 1.11 PROPOSED PRODUCTS LIST AND STATUS REPORT ON MATERIAL ORDERS - Coordinate with Section 01 32 00.
- A. Within two (2) weeks after date of Notice to Proceed or execution of the Contract (whichever is the earliest), submit a complete list of products proposed for use, with name of manufacturer/vendor/fabricator, trade name, and model number of each product.
 - B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
 - C. Report to include list, in chronological order by need date, materials orders necessary for completion of the contract. The following information will be required for each material order listed:
 - 1. Material name, supplier, and invoice number.
 - 2. Bar chart line item or CPM activity number affected by the order.
 - 3. Delivery date needed to allow directly and indirectly related work to be completed within the contract performance period.
 - 4. Current delivery date agreed on by supplier.
 - 5. When item 4 exceeds item 3, the effect that delayed delivery date will have on contract completion date.
 - 6. When item 4 exceeds item 3, a summary of efforts made by the Contractor to expedite the delayed delivery date to bring it in line with the needed delivery date, including efforts made to place the order (or subcontract) with other suppliers.
- NOTE: This information shall be updated for each requisition, failure to complete and certify accuracy will be cause for non-payment of requisition.***
- 1.12 SCHEDULING OF SUBMITTALS
- A. Within two (2) weeks after execution of the Contract, the Contractor shall submit a detailed listing of all items to be incorporated within the work, including all items of mechanical and electrical.
 - 1. Submittals for Review.
 - 2. Quality Control Submittals.
 - 3. Sustainable Design Submittals.
 - 4. Closeout Submittals.

Listing should state the following:

1. Specification section number.
2. Description of submittal.
3. Type of submittal.
4. Date of shop drawing/sample submittals.
5. Guaranteed delivery date after shop drawing and/or sample approvals.
6. Date of installation start.
7. Date of installation completion.

1.13 JOB PROGRESS SCHEDULE - See Section 01 32 00

1.14 COORDINATION DRAWINGS

- A. Each Contractor's attention is directed to Section 01 31 14 for required coordination drawings and the responsibility therefore.

1.15 PROGRESS PHOTOGRAPHS

- A. This Article includes requirements for periodic construction photography by the General Contractor, utilizing digital camera equipment, to demonstrate construction progress and to serve as a communicative device when describing a given condition to others at a remote location, by means of the internet.
- B. Photography shall be taken using a digital camera and electronic program which will download the digital photos in a JPEG format to a computer with resolution adequate to demonstrate the item under discussion.
- C. One set of record prints will be required and filed with the monthly requisition. The JPEG files shall be transmitted to the appropriate parties who shall then have the option to view the picture(s) on screen or print them out using their own equipment.
- D. It is the intention of this Section to provide a tool to enhance communications and reduce the amount of time required to address questions arising at the Project site. In this end, the Contractor shall utilize good judgment in providing photographs that are informative, and not merely repeating what is shown in the other photographs.
- E. Provide factual representation of construction extent and conditions. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion, utilizing a normal lens.
- F. Before starting work, the General Contractor shall take photographs of the Work Areas from different points of view sufficient in number to show all present conditions.
- G. The minimum requirements, per requisition period are three (3) photographs of the Work, from different points of view designated by the Architect

1.16 CERTIFICATES

- A. Submit a Summary of Solid Wastes Generated, manifests, weight tickets, and the like in accordance with requirements of Section 01 74 19 - Construction Waste Management.
- B. Submit, as required by each technical section a certification for V.O.C. compliance.

Part 2 - PRODUCTS

Not used

Part 3 - EXECUTION

Not used

****End of Section****

CONTRACTOR REQUEST FOR ELECTRONIC DRAWING FILES

The Architect, for the convenience of the Client/Owner, has electronic copies or representations of Drawings, Specifications and Project Manuals. Requests for electronic copies of such Drawings, Specifications and Project Manuals by the Contractor, for the Contractor's use or the use of Subcontractors, shall be made in writing to the Client/Owner as outlined hereinbelow and shall outline the benefit derived from such a request. The Contractor shall be prepared to reimburse the Client/Owner for any costs involved in preparing such electronic documents for the Contractor's use.

Architect's Project Number:	
Project Name:	
Architect:	
Client/Owner:	
Contractor/Recipient's Name:	
Attention to:	
Contractor/Recipient's Address:	
Date of Request:	
Date of Release:	

As requested, attached is a list of electronic drawing files in DWG/DWF format (Drawings may be compressed). For the release of these electronic drawing files to the recipient, the following items shall be understood, acknowledged and signed by the authorized personnel of the recipient with the fee included as may be required.

- A. The electronic drawing files are the property of the Architect and the Contractor is granted a license to use the electronic files only in connection with the subject project.
- B. The electronic drawing files do not necessarily represent the Contract Documents associated with the referenced project. These files are solely for the use of the recipient and are not a representation of the scope of work for the project. Any use by contractors, subcontractors or fabricators shall be on all of the same terms and conditions being applicable to such users who shall acknowledge the same in writing. The Recipient may use the electronic drawing files only. Electronic drawing files or portions thereof, shall not be provided to anyone else without the written approval of the Client/Owner. The use of the electronic drawing files, documents and any reprographics shall not identify any member of the Architect or Architect's consultants or sub-consultants or the Client/Owner without the written approval from the parties.
- C. The entire risks as to the results and performance of the package including the electronic drawing files, are assumed by the Contractor/recipient. The Client/Owner, the Architect and the Architect's consultants and sub-consultants, including directors, employees, representatives, and licensors of the company, shall not have any liability to the Contractor/recipient or any other person or entity for any direct, indirect, incidental special or consequential damages whatsoever, including, but not limited to, the loss of revenue or profit, lost data, or any other personnel, commercial or economic loss, and claims by third parties. Even if the Client/Owner and Architect and the Architect's consultants and sub-consultants has been advised of the possibility of such damages; said Client/Owner

and Architect and the Architect's consultants and sub-consultants shall not be held liable as stated above.

- D. The Contractor/recipient hereby agrees to indemnify and hold the Client/Owner, the Architect and the Architect's consultants and sub-consultants harmless from and against any cost, damage, liability, loss or claim arising from violation of this license. The Contractor/recipient and all subcontractors of all tiers also agrees that, in addition to all other remedies hereunder, the Contractor/recipient and such parties grant the Client/Owner the right to seek injunctive or other equitable relief to prevent the violation or require the performance of any of the Contractor's/recipient's obligations under this license, and the Contractor/recipient hereby consents to the issuance of such relief by any court of competent jurisdiction without the need to post any bond or security.
- E. The electronic files requested are as follows:

Electronic file name	Corresponding Drawing (close approximation)
1.	
2.	
3.	
Etc.	
Total number of files:	

CONTRACTOR'S/RECIPIENT'S AGENT SIGNATURE:

NAME IN BLOCK LETTERS:

AUTHORIZED POSITION HELD:

DATE OF SIGNATURE:

****End of Attachment****

SUBMITTAL COVER SHEET

Contractor: _____

Address: _____ Telephone: () _____

Owner:

Name of Project:

TYPE OF SUBMITTAL:

☐ Shop Drawings

☐ Technical Data

☐ Test Report

☐ Schedule

☐ Certificate

☐ Warranty

☐ Physical Sample

☐ Color Sample

☐ _____

Submission #: 1st, 2nd, 3rd, 4th (circle one)

Description:

Product Identification: _____

Manufacturer: _____

Subcontractor/Supplier: _____

DOCUMENT REFERENCES: (Must be fully filled out)

Spec Section No.: _____ Drawing No(s): _____

Paragraph: _____ Rm. Or Det. No(s): _____

Contractor Remarks:

Contractor Submittal Review Stamp

THE ATTACHED MATERIAL HAS BEEN REVIEWED BY THE UNDERSIGNED AND IS BELIEVED TO COMPLY WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE UNDERSIGNED UNDERSTANDS VERIFICATION OF FIELD DIMENSIONS, AND COORDINATION WITH OTHER TRADES, REMAINS THE RESPONSIBILITY OF THE CONTRACTOR.

DATE: _____ BY (SIGN): _____

Consultant use below this line:

Architect Submittal Review Stamp

☐ NO EXCEPTIONS

☐ REJECTED

☐ EXAMINED

☐ MAKE CORRECTIONS NOTED

☐ REVISE AND RESUBMIT

☐ SUBMIT SPECIFIED ITEM

CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY ACTION SHOWN IS SUBJECT TO THE REQUIREMENTS OF THE PLANS & SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS WHICH SHALL BE CONFIRMED & CORRELATED AT THE JOB SITE; FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF HIS WORK WITH THAT OF ALL OTHER TRADES & THE SATISFACTORY PERFORMANCE OF HIS WORK

KAEYER, GARMENT & DAVIDSON ARCHITECTS, P.C.

DATE _____ BY _____

SECTION 01 33 06

CERTIFICATION OF SPECIFICATION COMPLIANCE

I/WE, the MANUFACTURER/SUPPLIER and INSTALLER of _____
as specified in Section Number _____ of the Contract Documents prepared by
KG+D Architects, PC; 285 Main Street; Mt. Kisco, NY 10549

Fitness Center Project

Horace Greeley High School
Chappaqua Central School District
70 Roaring Brook Road
Chappaqua, NY 10549

SED #66-01-04-06-0-015-017

Horace Greeley High School

do (does) herein certify that -

1. All materials furnished for said project do fully comply with all specification requirements as stated within the Contract Documents;
2. That no asbestos containing materials of any nature are used in the work;
3. That execution of the Work covered by this certification has been performed in accordance with the drawings prepared by the design professional team.

CONTRACTOR: _____

CERTIFICATION BY: _____ TITLE: _____

ADDRESS: _____

CERTIFICATION DATED: _____

Distribution:

Original and One Copy to:

KG+D Architects, PC
285 Main Street
Mt. Kisco, NY 10549

Att: Mr. _____

One Copy to:

CERTIFICATION OF SPECIFICATION COMPLIANCE

CORPORATE ACKNOWLEDGEMENT

)SS.
)

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the officer of the said corporation executing the foregoing instrument, that he 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 signed his name thereto by like order.

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the individual who executed the foregoing instrument.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

Notary Public

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SECTION 01 41 00

PERMITS AND COMPLIANCE

Part 1 - GENERAL

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Preconstruction Meeting
- B. Permits and Licenses
- C. Compliance
- D. Additional Compliance

1.03 PRECONSTRUCTION MEETING

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the applicable environmental regulations and requirements; coordinate with Sections 01 57 13, 01 57 19 and 01 74 19.
- B. For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with environmental regulations bearing on performance of the Work.

1.04 PERMITS AND LICENSES

- A. The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the work and for the use of such work when completed.

1.05 COMPLIANCE

- A. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work.

1.06 ADDITIONAL COMPLIANCE

- A. The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems, and conduct while in or near the premises and shall perform the work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Facility.
- B. **Further, attention is directed to requirements of Section 01 15 01.**

Part 2 – PRODUCTS

Part 3 - EXECUTION

****End of Section****

SECTION 01 42 19

CODES AND STANDARDS

Part 1 - GENERAL

1.01 QUALITY ASSURANCE

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1.02 REFERENCE STANDARDS - The abbreviations, which may be used in the construction specifications, refer to the organizations and specifications of the organizations listed below.

AABC	Associated Air Balance Council
AAN	American Association of Nurserymen
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AMCA	Air Movement and Control Association
ARMA	Asphalt Roofing Manufacturers Association
ASC	Adhesive and Sealant Council
ASLA	American Society of Landscape Architects
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASTM	American Society for Testing and Materials International
CLFMI	Chain Link Fence Manufacturers Institute
CRI	Carpet and Rug Institute
GANA	Glass Association of North America
GS	Green Seal
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IGMA	Insulating Glass Manufacturers Alliance
LSGA	Laminators Safety Glass Association
NAIMA	North American Insulation Manufacturers Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NPCA	National Paint and Coatings Association
NPA	National Particleboard Association
NSF	National Sanitation Foundation International
NTMA	The National Terrazzo and Mosaic Association
RFCI	Resilient Floor Covering Institute
SFPA	Southern Forest Products Association
SIGMA	Sealed Insulating Glass Manufacturers Association
SPC	Southern Pine Inspection Bureau (Grading Rules)
SSPC	Steel Structures Painting Council

WDMA Window & Door Manufacturers Association
WRI Wire Reinforcement Institute, Inc.
WWPA Woven Wire Products Association

B. Federal Agencies:

CE	Army Corps of Engineers)
CPC	Consumer Product Safety Commission
EPA	Environmental Protection Agency
DOE	Department of Energy
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration

Further attention is directed to industry guide compiled by Sweet's division of McGraw-Hill denoted as "PROJECT INFORMATION AND SERVICES" as well as in the web site www.4specs.com wherein a comprehensive list of international organizations representing building product manufacturers, associations, institutes, governmental agencies and testing bureaus is put forth.

1.03 APPLICABLE CODES: The following is a listing of applicable codes within the jurisdiction of the Work as embodied within the 2010 New York State Building Code.

- A. 2006 International Building Code
- B. 2006 International Energy Conservation Code
- C. 2006 International Fire Code
- D. 2006 International Fuel Gas Code
- E. 2006 International Mechanical Code
- F. 2006 International Plumbing Code
- G. 2006 International Property Maintenance Code
- H. 2006 International Residential Code
- I. Accessibility Code - ANSI A117.1 New York State Building Code
- J. Elevator Code - ASME A17.1-2006 New York State Building Code
- K. Boiler Code - ASME Boiler & Pressure Vessel Code; NBIC

Part 2 – PRODUCTS

NOT USED

Part 3 – EXECUTION

NOT USED

****End of Section****

SECTION 01 43 39

MOCKUP REQUIREMENTS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. General Purpose of Mockups
- B. Miscellaneous Mockups

1.03 GENERAL PURPOSE OF MOCKUPS

- A. Contractors are advised that various sections of the Specifications require construction of mockups. Where mockups are required the Contractor erecting the mockup shall notify the Architect one week prior to its completion.
- B. The purpose of each mockup will be to establish minimum standards of materials and workmanship and to assure that completed installations based on the mockups will be fully functional and will serve the purpose for which they have been designed.
- C. Approved mockups may be left in place and incorporated into the permanent installation.
- D. The Contractor shall not proceed with the purchase or fabrication of any "mockup" items until the procedure of mockup erection, inspection and approval is completed and documented.
- E. Contractor shall coordinate work at each mockup with other trades construction that mockup.

1.04 MISCELLANEOUS MOCKUPS

- A. Field mockups for work are required as noted within the technical specifications and generally include work identified within said sections.

Failure to list any required mockup will not relieve the Contractor from executing said mockup.

****End of Section****

SECTION 01 61 00

MATERIAL AND EQUIPMENT

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. General Standards
- B. Products
- C. Sustainability
- D. Transportation and Handling
- E. Storage and Protection

1.03 GENERAL STANDARDS APPLICABLE TO ALL SPECIFICATION SECTIONS

- A. These provisions, standards, and tolerances shall apply to all work under this Contract. Where stricter standards and tolerances are specified elsewhere in these Specifications or in references specified in these Specifications, they shall take precedence over these standards and tolerances.
- B. Build and install parts of the Work level, plumb, square, and in correct position unless specifically shown or specified otherwise.
 - 1. No part shall be out of plumb, level, square, or correct position so much as to impair the proper functioning of the part or the Work as judged by the Architect.
 - 2. No part shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the part or the Work as judged by the Architect.
- C. Make joints tight and neat. Provide uniform joints in exposed work. Arrange joints to achieve the best visual effect. Refer choices of questionable visual effect to the Architect.
- D. Under potentially damp conditions, provide galvanic insulation between different metals which are not adjacent on the galvanic scale.
- E. Manufacturers, subcontractors, and workmen shall be experienced and skillful in performing the work assigned to them; coordinate with Article 5 of Section 00 70 00.
- F. All paint used on all products shall conform to ANSI Z66.1, Specifications for Paints and Coatings Accessible to Children to Minimize Dry Film Toxicity.
- G. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials which are not to be saved and to restore existing surfaces to condition equivalent to new as judged by Architect. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces to remain, notify Architect, and proceed according to his instructions; coordinate with Sections 02 41 00 and 02 41 19 as applicable to the particular Project.

1.04 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.

- D. In the case of an inconsistency between Drawings and the Specifications, or within either document which is not clarified by addendum, the product of greater quality or greater quantity of work shall be provided in accordance with the Designer's interpretation.
- E. Provide environmentally preferable products to the greatest extent possible. To the greatest extent possible, provide products and materials that have a lesser or reduced effect on the environment considering raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and/or disposal of the product.

1.05 SUSTAINABILITY

- A. In the selection of the products and materials of this section as well as for the entire project, preference will be given to those with the following characteristics:
 - 1. Water based.
 - 2. Water-soluble.
 - 3. Can be cleaned up with water.
 - 4. Non-flammable.
 - 5. Biodegradable.
 - 6. Low or preferably no Volatile Organic Compound (VOC) content.
 - 7. Manufactured without compounds that contribute to ozone depletion in the upper atmosphere.
 - 8. Manufactured without compounds that contribute to smog in the lower atmosphere.
 - 9. Do not contain methylene-chloride.
 - 10. Do not contain chlorinated hydrocarbons.
 - 11. Contains the least possible of post-consumer or post-industrial waste.

1.06 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of materials in accordance with construction schedules in order to avoid delay in, conflict with, or the impeding of the progress of the Work and conditions at the site.
- B. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

1.07 STORAGE AND PROTECTION

- A. Store materials in accordance with manufacturer's instructions, with seals and labels accessible for inspection.
- B. Contractor shall be responsible for work and equipment until fully inspected, tested and accepted.
- C. Carefully store materials and equipment which are not immediately installed after delivery to site. Close open ends of work with temporary covers or plug during construction to prevent entry of obstructing material or damaging water.
- D. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the operations of the Owner.
- E. Interior Storage: Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- F. Exterior Storage:
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products subject to damage or deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 3. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter. Locate away from drainage or areas subject to flooding

or storm washes.

- G. If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor employed on the Work, or interfering with the Owner's activities, the Contractor shall remove and restack such materials at no additional cost to the Owner.
- H. Protection After Installation
 - 1. Provide adequate coverings to protect installed materials from damage resulting from natural elements, traffic, and subsequent construction.
 - 2. Remove when no longer needed.

****End of Section****

SECTION 01 73 29

CUTTING AND PATCHING

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.
- D. Provide materials, labor, equipment and services necessary and/or required to execute the work of this Section as shown on the drawings, specified herein and/or required by job conditions.
- E. All cutting, removing, relocation, fitting, altering and rough patching for the installation and completion of his work in other than finished surfaces noted below shall be performed by the Trade or Subcontractor requiring said cutting and patching.

FINISH PATCHING SHALL BE BY THE RESPECTIVE TRADE OR SUBCONTRACTOR THAT NORMALLY DOES THAT FINISH WORK.

- F. All finish patching of finished surfaces including - exposed concrete, concrete masonry, brick masonry, glazed masonry and the like shall be performed by the trade customarily involved with the finished work.
- G. All coring and finish patching shall be performed by the Contractors requiring such coring work.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Coordination Efforts Between Trades
- B. Definitions
- C. Specific Requirements by Prime Contractor

1.03 COORDINATION EFFORTS BETWEEN TRADES

- A. General Contractor will provide all exterior utility trenching and backfill for Electrical Contractor as shown on Electrical site drawings and details. All installations related to EC's, pipe, boxes, connectors, poles or bases, shall be by the EC.
- B. The GC shall provide temporary facilities not called for by other trades below, including an office trailer for use by Owner/Architect, temporary toilets, temporary roadways and maintaining roadways throughout the duration of the project, fencing, signs, etc. See Section 01 50 00.
- C. Interior trenching, backfill and restoration, will be done by the contractor (including MEP contractors) requiring same.
- D. All cutting and patching and providing access through surfaces to do their work is by the contractor requiring same, including openings through masonry and providing lintels for openings over 12" wide. Where GC is shown to install new or remove and replace a ceiling or a wall, MEP contractors will coordinate their work and schedule to install their work in coordination with the GC's schedule.
- E. At roof areas, cutting and patching and installations of a contractor's work is by that contractor, however no contractor except a licensed roofer, under the GC, will make

- penetrations of the membrane (water barrier) surface. Also, GC will close abandoned openings and provide edge support) for new openings.
- F. EC will provide power to equipment by others and low voltage for (only) those connections of systems shown in the documents. Interconnection between the same trades equipment will be by that trade unless specifically shown in the Electric or Data scope.
 - G. Interior Plumbing non-hazardous removals (and restoration) by PC, non-hazardous materials to be place in a dumpster provided by the GC. Also see references to cutting and patching.
 - H. Plumbing contractor shall provide temporary water (within the building) as required, see Section 01 50 00, an office trailer if contractor requires, and phone service for their own forces.
 - I. Interior Hvac non-hazardous removals (and restoration) by HC, non-hazardous materials to be place in a dumpster provided by the GC. Also see references to cutting and patching.
 - J. HC to maintain 2 – minimum 30", ¼ hp fans on site to ventilate and exhaust work areas.
 - K. HC contractor shall provide temporary heat and dehumidification (within the building) as required, see Section 01 50 00, an office trailer if contractor requires, and phone service for their own forces.
 - L. Interior Electrical removals (and restoration) by EC, non-hazardous materials to be place in a dumpster provided by the GC. Also see references to cutting and patching. EC will properly dispose of all ballast, bulbs, and transformers.
 - M. Electrical contractor shall provide temporary light and power as required and noted in Section 01 50 00, for the office trailer as specified in Section 01 50 00, and phone service for their own forces. They will include wiring, including phone wire of office space to be provided for A/E by the GC. Payment for phone line services by GC.
 - N. Field office for use by Architect, or Engineer, or Owner representative as noted in Section 01 50 00, to be in GC's base bid.
- 1.04 DEFINITIONS - The following definitions shall apply to all work of this Contract involving cutting, patching, filling and the like.
- A. Cutting - those operations required to expose existing construction, or required to permit the installation of work under this contract, or passage of new or relocated work through existing construction.
 - B. Patching - Those operations required to bring surfaces to a level to permit the application of a finish treatment. The Contractor responsible for performing the patching shall be responsible for the restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:
 - 1. Exposed masonry, concrete or similar surfaces which do not require or call for painting.
 - 2. Those patched surfaces which are wholly contained within an area which is to receive a new finish treatment as called for elsewhere in the Contract Documents.
 - C. Replace - Shall mean to furnish and install an entirely new element which matches the original element's material, color, dimension and design.
 - D. Repair - Shall mean to make the existing element as nearly "new", as possible, by the means and methods indicated for each element.
 - E. Fill - Shall mean to carefully and thoroughly remove, by approved methods, loose and deteriorated surface material and to install "new" material in the element so that the original contour is completely restored and color matched if exposed as a finished element. Follow manufacturers' instructions as applicable.
 - F. Match Original - Where indicated, this type of replacement will match the best available representative element, in design, dimension, and installation, with improvements which

represent the best standards of fabrication, so that even if an existing best example of an element is gouged or pitted, or otherwise worn, the new element shall be unworn and without defects and fabricated of new material. The Architect will provide identifications of all original elements.

1.05 CUTTING AND PATCHING REQUIREMENTS

- A. Where cutting, drilling or removals are required in existing and/or newly constructed wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure, and shall, in all cases, be as approved by the Architect. Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members. No structural members such as joists, beams, columns supporting work that is to remain shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected or new members to compensate for such drilling, cutting and removals are shown. Positive instructions shall be obtained from the Architect before cutting beams or other structural members, arches, lintels and the like and the Contractor shall be guided by such instructions.
- B. Each Trade Contractor shall provide all sleeves, inserts, hangers and the like required for the execution of their respective work; failing to provide such, said responsible Contractor shall reimburse the General Contractor who shall do all necessary cutting and patching required for the execution of his work.

Coordinate with Section 01 31 13/14 for sleeve types, packing of sleeves, pipe penetrations and duct openings for fire safing material and/or caulking; coordinate with Section 07 84 00 for firestopping systems.

- C. No Contractor shall:
 - 1. endanger any work by cutting or drilling or otherwise;
 - 2. cut or alter the work of any other contractor except with the written consent of the Architect.
 - 3. cut or drill above the minimum needed to install work.
- D. All holes cut through masonry exposed to view in the finished work and concrete slabs shall be core drilled except for specific holes that have been structurally detailed per Contract Documents. The Contractor shall locate adjacent structural members before core drilling to insure that structural members are not damaged. No jack hammering will be permitted in the work within any occupied portions of a structure.
- E. Exposed patches and repairs shall be as inconspicuous as possible. Where new work does not match exactly the color, finish, dimension, size and the like of the existing, the new work shall be carried across the surface to which it is applied and be continued to a natural stopping point or corner.
- F. All cutting and patching shall be performed using skilled mechanics of the trade or craft involved.

1.06 SPECIFIC REQUIREMENTS BY CONTRACTS

General Assignment of Responsibilities - The General Contractor shall construct temporary partitions where shown on Drawings or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, the Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an

alternating 3 layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner's other Contractors, the Owner and the Architect. Further, where a Contractor other than the General Contractor is the only Contractor scheduled to perform work in a particular area of the site at any given time, the responsibilities allocated for all cutting and patching and all other temporary Work required shall be performed by such other Contractor.

- A. The General Contractor, or Subcontractors directly related to the "general construction operations", shall perform -
 - 1. All cutting and patching required to install their work under the Contract and as indicated on the Architectural, Structural and Site drawings.
 - 2. Cutting and patching of existing concrete slabs on grade in connection with underground utility work for all plumbing, heating, electric and other services; work shall be ascertained from the companion plumbing, heating and fire protection drawings; all such excavations needed shall further be accomplished by the General Contractor as specified in Division 31. Attention is directed to Section 02 41 19 wherein modifications to this requirement will be set forth as applicable to the project scope.
 - 3. Cutting and patching of existing and/or new roof membrane, insulation and the like for installation of work under all contracts.
- B. The HVAC Contractor shall perform -
 - 1. All cutting and rough patching required to install his work under the Contract.
 - 2. Cutting, rough and finish patching of existing walls, floors and ceilings, including refinishing of all disturbed surfaces, for the installation of new ductwork, piping and equipment, which are beyond the extent of work areas that will be removed/replaced by the General Contractor as indicated on the Architectural, Structural and Site drawings. This work statement shall be deemed to include any required trenching, bedding and backfill operations made necessary in accordance with Section 31 23 33.
 - 3. Cutting and patching of existing slabs within the General Contractors immediate work areas for the installation of new ductwork and piping shall be accomplished by the General Contractor in accordance with statement set forth in Section 02 41 19.
 - 4. SHOULD HVAC CONTRACTOR FAIL TO PERFORM WORK INVOLVED WITH ROOF EQUIPMENT OR PENETRATIONS DURING THE SCHEDULED ACTIVITY TIME, ALL REQUIRED CUTTING AND PATCHING OF ROOF MEMBRANE AND INSULATION SYSTEMS FOR REFRAMING, CURBS, FLASHINGS AND THE LIKE SHALL BE PERFORMED BY THE GENERAL CONTRACTOR AT THE SOLE EXPENSE OF THE HVAC CONTRACTOR.
- C. Electrical Contractor shall perform -
 - 1. All cutting and rough patching required to install his work under the Contract.
 - 2. Cutting and rough and finish patching of existing walls, floors and ceilings, including refinishing of disturbed surfaces, for the installation of new conduits, busduct, feeders, fixtures and equipment, which are beyond the extent of work areas that will be removed/replaced by the General Contractor as indicated on the Architectural, Structural and Site drawings. This work statement shall be deemed to include any required trenching, bedding and backfill operations made necessary in accordance with Division 31. **Coordinate with Section 02 41 19.**
 - 3. Cutting and patching of existing slabs within the General Contractors immediate work areas for the installation of new ductwork and piping shall be accomplished by the General Contractor in accordance with statement set forth in Section 02 41 19.

4. SHOULD ELECTRICAL CONTRACTOR FAIL TO PERFORM WORK INVOLVED WITH ROOF EQUIPMENT OR PENETRATIONS DURING THE SCHEDULED ACTIVITY TIME, ALL REQUIRED CUTTING AND PATCHING OF ROOF MEMBRANE AND INSULATION SYSTEMS FOR REFRAMING, CURBS, FLASHINGS AND THE LIKE SHALL BE PERFORMED BY THE GENERAL CONTRACTOR AT THE SOLE EXPENSE OF THE ELECTRICAL CONTRACTOR.
- D. Plumbing Contractor shall perform -
 1. All cutting and rough patching required to install his work under the Contract.
 2. Cutting and rough and finish patching of existing walls, floors and ceilings, including refinishing of disturbed surfaces, for the installation of new piping and equipment, which are beyond the extent of work areas that will be removed/replaced by the General Contractor as indicated on the Architectural, Structural and Site drawings. This work statement shall be deemed to include any required trenching, bedding and backfill operations made necessary in accordance with Section 31 23 33. **Coordinate with Section 02 41 19.**
 3. Cutting and patching of existing slabs within the General Contractors immediate work areas for the installation of new ductwork and piping shall be accomplished by the General Contractor in accordance with statement set forth in Section 02 41 19.
 4. SHOULD PLUMBING CONTRACTOR FAIL TO PERFORM WORK INVOLVED WITH ROOF EQUIPMENT OR PENETRATIONS DURING THE SCHEDULED ACTIVITY TIME, ALL REQUIRED CUTTING AND PATCHING OF ROOF MEMBRANE AND INSULATION SYSTEMS FOR REFRAMING, CURBS, FLASHINGS AND THE LIKE SHALL BE PERFORMED BY THE GENERAL CONTRACTOR AT THE SOLE EXPENSE OF THE PLUMBING CONTRACTOR.

****End of Section****

SECTION 01 74 00

CLEANING

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Description
- B. Safety Requirements
- C. Materials
- D. Cleaning During Construction
- E. Final Cleaning

1.03 DESCRIPTION

- A. In addition to that work required under Articles 3.15 and 6.3 of the AIA General Conditions, the Work included shall generally consist of the following:
 - 1. Maintain premises and all properties free from accumulations of waste, debris and rubbish caused by operations connected with the Work.
 - 2. The General Contractor shall provide for the continual removal of rubbish and debris from the area until completion of the Work and shall bear the cost of all tipping fees.
 - 3. Each Prime Contractor shall sweep up and gather together daily, all his own rubbish and deposit same at a location, or locations, as directed by the Contractor.
 - 4. At completion of Work, each respective Contractor shall remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy;
 - 5. Staging areas, walkways, grounds and any areas affected by the work shall be cleaned of debris and restored to "new" condition by the General Contractor.
- B. Related Work Specified Elsewhere
 - 1. 01 10 00 - Description of Work
 - 2. 01 31 13 - Mechanical and Electrical Coordination
 - 3. 01 73 29 - Cutting and Patching
 - 4. 01 50 00 - Temporary Facilities
 - 5. 01 77 00 - Project Closeout
 - 6. Cleaning for specific products or work: Reference specific Section for that work.

1.04 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with following safety and insurance standards:
 - 1. Occupational Safety and Health Administration (OSHA)

2. New York State Uniform Fire Prevention and Building Code 1 May 2008 and amendments thereto.
3. State Education Department Manual of Planning Standards
- B. Hazards Control
 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 2. Prevent accumulation of wastes which create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish and waste materials on project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.

1.05 MATERIALS

- A. Utilize non-toxic cleaning materials and methods.
 1. Comply with GS 37 for general purpose cleaning and bathroom cleaning.
 2. Use natural cleaning materials where feasible. Natural cleaning materials include:
 - a. abrasive cleaners: substitute 1/2 lemon dipped in borax.
 - b. ammonia: substitute vinegar, salt and water mixture, or baking soda and water.
 - c. disinfectants: substitute 1/2 cup borax in gallon water.
 - d. drain cleaners: substitute 1/4 cup baking soda and 1/4 cup vinegar in boiling water.
 - e. upholstery cleaners: substitute dry cornstarch.

1.06 CLEANING DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Should waste materials, debris and rubbish be too large for containers above, remove same from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.
- G. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- I. All materials and equipment shall be properly and effectively protected by Prime Contractors. All piping and conduits must be properly capped by installing contractor during construction so as to prevent obstruction and damage. Any damage resulting in the failure to use proper precautions to this work shall be replaced or altered to the satisfaction of the Architect.

1.07 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. At completion of Work, remove all remaining waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave Project clean and ready for occupancy.

****End of Section****

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

Part 1 - GENERAL

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Any and all "Waste Handlers and Haulers" shall be licensed by the Authority having jurisdiction over "Solid Waste Management" and a copy of said license shall be submitted in accordance with Article 1.05 herein.

1.02 DESCRIPTION OF WORK

- A. This Section specifies requirements for a complete program for implementation of waste management controls and systems for the duration of the Work and to –
 - 1. Protect the environment, both on-site and off-site, during construction operations.
 - 2. Prevent environmental pollution and damage.
 - 3. Maximize source reduction, reuse and recycling of solid waste.

1.03 INTENT

- A. The Owner has established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical. With regard to these goals the Contractor shall develop, for Owner's Representative's and Architect's review, a Waste Management Plan for this Project. The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by governing laws of the jurisdiction of the Work.

1.04 WASTE MANAGEMENT PLAN

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the proposed Waste Management Plan and to develop mutual understanding relative to details of environmental protection.
- B. Waste Management Plan: The Contractor shall provide a plan containing the following:
 - 1. Analysis of the proposed jobsite waste to be generated, including types and rough quantities.
 - 2. Landfill Options: The name of the landfills where trash and building debris will be disposed of, the applicable landfill tipping fees, and the projected cost of disposing of all Project waste in the landfills.
 - 3. Landfill Certification: Contractor's statement of verification that landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive waste from this project.
 - 4. Alternatives to Landfilling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
 - a. Cardboard.

- b. Clean dimensional wood.
- c. Beverage containers.
- d. Land clearing debris.
- e. Concrete.
- f. Bricks and masonry.
- g. Asphalt.
- h. Gypsum boards.
- i. Acoustical ceiling material (grid separate).
- j. Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- k. Glass, colored glass allowed.
- l. Plastic.
 - 1. Type 1: Polyethylene Terephthalate (PET, PETE).
 - 2. Type 2: High Density Polyethylene (HDPE).
 - 3. Type 3: Vinyl (Polyvinyl Chloride or PVC).
 - 4. Type 4: Low Density Polyethylene (LDPE).
 - 5. Type 5: Polypropylene (PP).
 - 6. Type 6: Polystyrene (PS).
 - 7. Type 7: Other. Use of this code indicates that the package in question is made with a resin other than the six listed above, or is made of more than one resin listed above, and used in a multi-layer combination.
- m. Paint and paint cans.
- n. Carpet.
- o. Insulation.
- p. Light Fixtures and other electrical apparatus.
- q. Others as appropriate.
- 5. Meetings: A description of the regular meetings to be held to address waste management.
- 6. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
- 7. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

1.05 SUBMITTALS

- A. Construction Waste Management Plan: Submit 3 copies of plan within 21 days of date established for the Notice to Proceed.
- B. Calculations and supporting documentation to demonstrate end-of-project recycling rates meeting the requirements for Construction Waste Management Plan of Item above.
- C. For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Architect's review and approval.
- D. Waste Reduction Progress Reports: Concurrent with the Applications for Payment, submit three copies of report. Include monthly tabulations for demolition and construction waste sent off-site for disposal or recycling.
- E. Waste haulers solid waste management license.

Part 2 - PRODUCTS

NOT USED

Part 3 - EXECUTION

3.01 RECYCLING

- A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
- B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION – All sorting will be done “off site” by a recognized construction and demolition processing facility who will be responsible for provision of all documentation as to where loads were processed and the recycling rate achieved.

****End of Section ****

SECTION 01 77 00

PROJECT CLOSE OUT

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 REQUIREMENTS INCLUDED

- A. Final Cleanup
- B. Required Close Out Documentation
- C. Orientation Instruction
- D. Project Close Out Inspections

1.03 FINAL CLEANUP

- A. The Contractor shall leave the work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, project signs, material and equipment from the phased areas as soon as possible upon completion of the work.
- C. The work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

1.04 REQUIRED CLOSE OUT DOCUMENTATION

- A. Prior to final payment the Owner shall receive, in addition to those documents required by the General Conditions, the following:
 - 1. Project record documents as per Section 01 77 19.
 - 2. The Contractor's general guarantees.
 - 3. Specific guarantees of material, equipment and systems installed in the work.
 - 4. A copy of all test data taken in connection with the work.
 - 5. Three (3) copies of all operation and maintenance manuals which shall include:
 - a. Parts List, including illustrations, assembly drawings and diagrams required for maintenance, predicted life of parts subject to wear, and recommendations for stocking spare parts.
 - b. Copies of accepted shop drawings, charts and diagrams.
 - c. Names, addresses and telephone numbers of manufacturer's representative and service company.
 - d. Letters from each manufacturer certifying that his equipment was properly installed and is operating in accordance with manufacturer's intent.
 - 6. All keys, tools, screens, spare construction material and equipment required to be furnished to the Owner as part of the work.
 - 7. Copies of all Certification of Specifications Compliance as per Section 01 33 00.
 - 8. Record of Material Safety Data Sheets (MSDS).
 - 9. Certified Payroll Records.

1.05 ORIENTATION INSTRUCTION

- A. Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

1.06 PROJECT CLOSE OUT INSPECTIONS

- A. When the Work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to insure that all the requirements of the Contract have been met and the Work is substantially complete and is acceptable. Upon such notification, the Architect shall make a detailed inspection of the Work to insure that all the requirements of the Contract have been met and that the Work is complete and is acceptable.
- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Architect. After receipt of this notification, the Architect shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all remaining contract exceptions, omissions and incomplections shall be furnished to the Contractor.
- D. After the receipt of notification of completion and all remaining contract exceptions, omissions and incomplections from the Contractor, the Architect will reinspect the Work to verify completion of the exception items appearing on the report of final inspection.
- E. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance or will furnish to the Contractor a copy of the report of the Architect's reinspection detailing Work that is incomplete or obligations that have not been fulfilled but are required for final acceptance.

The Contractor shall pay the Architect for services performed in inspection beyond the original inspection and two reinspections of the same area, through a "credit" change order to the Owner in accordance with Schedule outlined in Section 01 25 00.

End of Section

SECTION 01 77 19

PROJECT RECORD DOCUMENTS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Project Record Drawings
- B. Record Drawing Certification

1.03 PROJECT RECORD DRAWINGS

- A. The purpose of the project drawings is to record the actual location of the work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the work.

In addition to the above, these drawings shall be "color-coded", by each trade, on a daily basis to indicate progress of the work. Color legend will be assigned by the Architect.

- B. In addition to the sets of contract drawings that are required by the Contractor on the site to perform the work, the Contractor shall maintain, at the site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded.

Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Architect, and shall not be used for any other purpose during the progress of the work.

The Owner's Representative, or other designee, will be the custodian of the project record documents until the end of the Project.

- C. Project Record Requirements
 - 1. The Contractor shall mark-up the "Project Record Copy" to show:
 - a. Approved changes in the work.
 - b. Location of underground work and concealed work.
 - c. Details not shown in the original Contract Documents.
 - d. Any relocation of work including piping, conduits, ducts and the like.
 - e. All changes in dimensions.
 - f. All access doors and "tack" locations access points in accessible ceilings.
 - g. Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies, whether existing to remain or newly installed.
 - h. Revisions to any electrical circuitry.

2. Such information shall include, but shall not be limited to:
 - a. Any change in floor elevations.
 - b. Any structural changes.
 - c. Any substitutions.
 - d. Elevations and locations of all underground utilities, services, or structures referenced to permanent above ground structures or monuments.
 - e. Designation of all utilities as to the size and use of such utilities.
 - f. The location of all utilities, services and appurtenances concealed in building structures that have been installed differently from that required by the Contract.
 - g. Any approved change order.and other such data as required by the Architect and/or Owner so as to establish a complete record of "As-Constructed" conditions.

- D. The Contractor, **as part of the contract requirements and at no additional cost to the Owner**, shall keep the project record documents up-to-date from day to day as the work progresses. Appropriate documents are to be updated promptly and accurately; no work is to be permanently concealed until all required information has been recorded.
- E. The project record drawings are to be submitted by the Contractor to the Owner or the Architect when all the work is completed and is approved by the Owner and the Architect before the Contractor may request final payment.

If the project record drawings as submitted are found to be unacceptable due to incompleteness or inaccurate information, the drawings shall be returned to the offending Contractor for corrective action and resubmitted for approval prior to the release of final payment.

FINAL PAYMENT IS CONTINGENT UPON PREPARATION OF FINAL PROJECT RECORD DRAWINGS ON A SET OF "PRINTS" and CAD DISKETTES IN "DXF" or "DWG" FORMAT AS APPROVED BY THE OWNER (A SET OF BASE DISKETTES WILL BE FURNISHED BY THE ARCHITECT) AND SUBMITTAL OF SAME TO THE OWNER, THROUGH THE ARCHITECT.

- F. In addition to the drawings required as mentioned above, the Contractor shall submit a list of all approved Shop Drawings of the Work as installed.

From this list the Architect will select the drawings desired for permanent records. The Contractor shall furnish these in a bound set to the Owner as part of the closeout requirements.

1.04 RECORD DRAWING CERTIFICATION

- A. The record drawings required under the terms and conditions of this Section shall be reviewed and processed by the CM/Contractor as part of their overall contractual responsibility.
- B. This certification may be issued for individual trades or as a collective document to cover the entire record drawing requirements of the project.

The format of this certification shall be as follows:

These record drawings prepared by:

for _____
have been reviewed by the undersigned and:

***Appear to be an accurate representation of the work incorporated
within the project and are accepted as submitted in accordance with
the technical documents.***

This record document review made by this office is for determination of compliance to the requirements of the contract documents.

Firm Name: _____

Review Date: _____ By: _____

****End of Section****

SECTION 01 78 23

OPERATION AND MAINTENANCE REQUIREMENTS

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in Section 01 10 00, Article 1.01.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Start Up and Demonstration
- B. Parts List
- C. Operation and Maintenance Data

1.03 START UP AND DEMONSTRATION

- A. The work required herein consists of starting up and demonstrating all systems and equipment to operating personnel and includes training of said operating personnel.
- B. The respective Trade or Subcontractor shall make arrangements, via the Owner's Representative (with notification to the Architect), as to whom the instructions are to be given in the operation of the basic and auxiliary systems and the period of time in which they are to be given.
- C. As specified in individual sections, furnish the services of instructors to train designated personnel in adjustment, operation, maintenance, and safety requirements of equipment and systems. If procedures are not specified for specific items of equipment, follow that recommended by the item Manufacturer.
- D. Instructors shall be thoroughly familiar with the equipment and systems and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given after the equipment or system has been accepted and turned over to the Owner. The duration of instruction shall be as specified in individual sections but shall be not less than two (2) days on each portion of operating mechanical/electrical systems. When more than four (4) days of instruction are specified, approximately one-half of the time shall be used for classroom instructions. All other time shall be used for instruction with the equipment or system. Use Operating and Maintenance Data as a training guide. If requested by the Owner, videotape all demonstrations and training sessions on VHS two hour format and provide cassettes to the Owner.
- E. The Architect, and Owner's Representative, shall be completely satisfied that the representative of the Owner has been thoroughly and completely instructed in the proper operation of all systems and equipment before final payment is made. If the Architect, or the Owner's Representative, determines that complete and thorough instructions have not been given by the contractor to the Owners' Representative, then the offending Contractor shall be directed by the Architect to provide whatever instructions are necessary until the intent of this paragraph of the Specification has been complied with as determined by the Architect and Owner's Representative.

1.04 PARTS LIST

- A. As required the respective Trade or Subcontractor shall furnish three (3) typed sets of instructions for the ordering and stocking of spare parts for all equipment installed. The lists shall include parts numbered and suggested supplier.
- B. Each set shall also include an itemized list of component parts that should be kept on hand and where such parts can be purchased.

1.05 OPERATION AND MAINTENANCE DATA

- A. The Contractor shall submit to the Architect for approval three (3) typed sets, bound neatly in hard backed loose leaf binders, of all instructions for the installation, operation, care and maintenance of all equipment, fixtures and systems.
 - 1. Provide typed or printed label identifying binder as operating and maintenance data. List title of project, contract number, and location of equipment.
 - 2. Furnish manufacturer's printed data or sheets neatly typewritten on 8-1/2 inch by 11 inch, 20 pound minimum white paper. Provide indexed tabs.
 - 3. Drawings: Bind in with text. Provide reinforcement rings. Fold larger drawings to the size of the text pages.Information shall indicate possible problems with equipment and suggested corrective action.

B. CONTENT OF MANUAL FOR EQUIPMENT AND SYSTEMS

The instructions shall contain information deemed necessary by the Architect and include but not be limited to the following:

- 1. Introduction:
 - a. Explanation of Manual and its use.
 - b. Summary description of all mechanical and electrical and equipment operating systems.
 - c. Purpose of systems.
 - d. Maintenance scheduling summary analysis, sheets and software operating instructions and diskette(s).
- 2. System:
 - a. Detailed description of all systems.
 - b. Illustrations, schematics, block diagrams, photographs and other exhibits.
 - c. Complete wiring diagrams, tabulations and installation drawings.
 - d. Valve tag charts and control diagrams.
 - e. 1/2 size reduced copy of "Record Drawings".
- 3. Operations:
 - a. Complete detailed, step-by-step, sequential description of all phases of operation for portion of the systems, including startup, shutdown, adjusting and balancing, and emergency procedures. Include all posted instruction charts.
- 4. Maintenance:
 - a. Parts list and parts number.
 - b. Maintenance, lubrication and replacement charts and Contractor's recommendations for preventative maintenance.
 - c. Trouble shooting charts for systems and components.
 - d. Instructions of testing each type of part.
 - e. Recommended list of on-hand spare parts.

- f. Complete calibration instructions for all parts and entire systems.
 - g. Instruction for charging, filling, draining and purging.
 - h. General or miscellaneous maintenance notes.
- 5. Manufacturer's Literature:
 - a. Complete listing for all parts with names, addresses and telephone numbers.
 - b. Care and operation.
 - c. All and only pertinent brochures, illustrations, drawings, cuts, bulletins, technical data, certified performance charts and other literature with the model actually furnished to be clearly and conspicuously identified.
 - d. Internal wiring diagrams and engineering data sheets for all items and/or equipment to be furnished.
 - e. Guarantee and warranty data.
- 6. Instructions for lubricating each piece of equipment installed. Instructions shall state type of lubricant, where and how frequently lubrication is required.

Frame all instructions under glass and hang in the Mechanical Room or other location as directed by Architect.

C. MANUALS FOR PRODUCTS, MATERIALS, AND FINISHES:

- 1. Submit three (3) copies of complete manual.
- 2. Content: Provide complete information for architectural products, applied materials, and finishes.
 - a. Manufacturer's data, including catalog number, size, composition, color and texture designations, and information for reordering.
 - b. Instructions for care and maintenance, including manufacturer's recommendations for cleaning agents and methods; cautions against detrimental cleaning agents and methods; and recommended schedule for cleaning and maintenance.

****End of Section****

SECTION 08 83 00

MIRRORS

Part 1 - GENERAL

1.01 Applicable provisions of the Conditions of the Contract and Division #1, General Requirements, govern work in this Section.

1.02 DESCRIPTION OF WORK

- A. The work of this Section consists of the provision of all plant, materials, labor and equipment and the like necessary and/or required for the complete execution of all mirror work of this project as required by the schedules, keynotes and drawings, including, but not limited to the following:
1. Provide mirror systems, framed and unframed as required. When direct mounted; **provide surface primer** as recommended by the manufacturer of the nominated mastic.
 2. Perform balance of mirrors as may be required by the Drawings and these specifications to complete the mirror requirements of this project.

NOTE:

- Safety Glazing is required by Code and SED:
 - o Wherever glazing or any portion of glazing is within 18 inches of a floor or platform riser level.
 - o At corridors, wherever glazing is within 48 inches of a floor.
 - o 'Safety Glazing' to be at least 1/4 inch thick 'fully tempered' or 'laminated' glass.
 - o Safety Glazing is to bear the certification label of the 'Safety Glazing Certification Council' or another certification agency acceptable to agencies having jurisdiction.
 - o Safety Glazing shall further comply with the "Code of Federal Regulations Part 16, CFR 1201" or (AKA) "CPSC 16 CFR 1201" entitled "Safety Standard for Architectural Glazing Materials".

1.03 RELATED WORK SPECIFIED ELSEWHERE - Entire Project Specification with specific reference to those sections noted above and as follows:

- A. 05 50 00 - Miscellaneous Metals
- B. 06 10 00 - Rough Carpentry
- C. 06 20 00 - Finish Carpentry
- D. 07 90 00 - Caulking and Sealing/Joint Sealants
- E. 08 11 00 - Hollow Metal Work
- F. 08 14 00 - Wood Doors
- G. 08 40 00 - Aluminum Construction
- H. 08 80 00 - Glazing
- I. 09 90 00 - Painting
- J. 10 28 00 - Toilet Accessories

1.04 QUALITY ASSURANCE

- A. All lights within 18 inches of the floor, by CPSC Standard (#42 FR 1428; 16 CFR

part 1201) and local jurisdiction labor laws be safety glazed and marked with "hazard advisory" decals in minimum 1-1/2 inch height and in design and color approved and selected for use by the Architect. Material shall be opaque non-reflective vinyl film, 0.0035 inch minimum thickness, with pressure sensitive adhesive backing (mounted or unmounted), suitable for exterior as well as interior applications.

Further as per SED, Section 204-1 requirements, all glazing within 48 inches of the floor in corridor walls, including classroom doors, exit doors and sidelights shall be "safety glazed" as above.

- B. Conduct a quality control program that includes the following as a minimum:
1. Inspect conditions and materials to verify conformity with the contract requirements.
 2. Inspect conditions and materials and coordinate with the Architect to verify proper substrate preparation in conformance with the contract requirements.
 3. Inspect work in progress to verify that the work is in compliance with established procedures.
- C. Reference Standards
1. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building materials

1.05 SUBMITTALS – Coordinate with Section 01 33 00

- Submittals shall be made in groupings where installations are complementary, i.e. steel, steel decking, steel stairs, stair railings; roof systems/flashings; mechanical and electrical apparatus and the like. Failure to comply with this requirement will be cause for rejection of any or all submittals.
- Submit documentation of recycled content from manufacturer for products with specified recycled content. Indicate percentage of pre-consumer and post-consumer recycled content per unit of product.
- Submit environmental data in accordance with Table 1 of ASTM E 2129 for products provided under work of this Section.
- As set forth in Sections 01 33 00 and 01 32 00, prepare and submit a fully developed submittal schedule; note review times set forth in Section 01 33 00 are deemed "average", for large submissions allow longer review times.
- Submit documentation of manufacturing locations and origins of materials for products either "manufactured" and/or "manufactured and sourced" within 500 miles of the project site.
- Attention is directed to Section 01 31 14 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the Work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".
- The Contractor is encouraged to submit for approval products made from recycled and/or environmentally responsible material. Every effort will be made by the Design Professional Team to approve these materials; the substitution request procedure shall still be enforced.
- NYCHPS/LEED Certification documentation: Submit documentation as outlined in

Section 01 35 43 for products of this Section highlighting recycled content and locally manufactured content as well as emission test results as applicable to particular materials.

- Provide documentation of manufacturer's take-back programs for products provided under this Section.
- A. Product Data - Manufacturer's specifications and installation instructions for each type of glass specified herein:
 - 1. Mirrors: Include description of materials and process used to produce each type of silvered flat glass mirror specified that indicates sources of glass, glass coating components, edge sealer, and quality-control provisions.
 - B. Shop Drawings
 - 1. Include mirror elevations, edge details, mirror hardware, and attachment details.
 - C. Samples
 - 1. Mirrors: 12 inch by 12 inch pieces for each type of mirror specified herein.
 - 2. Setting blocks/clips: full size.
 - 3. Color Samples for Glazing Materials: Manufacturer's standard colors.
 - 4. Mirror trim: 12 inch long.
 - D. Qualification data: For installer. Minimum 2 year experience installing similar products.
 - E. Product Certificates: For each type of mirror (and mirror mastic)
 - F. Preconstruction Test Reports: From mirror manufacturer indicating that mirror mastic was tested for compatibility and adhesion with mirror backing and substrates on which mirrors are installed.
 - G. Sample Warrenty: For special warrenty.
 - H. Quality Control Submittals
 - 1. Test Reports: Certified test data to sufficiently substantiate mirror assembly compliance with requirements specified.
 - 2. Submit reports for all quality control tests of shop assembled units.
 - 3. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - I. Certification of Specification Compliance:
 - 1. Affidavit by the material supplier, certifying type and quality of mirror furnished.
 - 2. Product Test Listings: From a qualified testing agency.
 - J. Manufacturers Material Safety Data Sheet (MSDS) must be submitted for each manufactured product.
- 1.06 PRODUCT DELIVERY, STORAGE AND HANDLING (Coordinate with Section 01 61 00)
- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
 - B. Handling: Handle materials to avoid damage.
- 1.07 SEQUENCING
- A. Coordinate with requirements of material and personnel hoists. Defer installation at obstructed areas, and install materials when obstructions are removed.
 - B. Coordinate schedule, work, and installation procedure with other trades to ensure construction of conditions shown in Contract Documents.

1.08 SPECIAL GUARANTEE/WARRANTY TERMS

- A. Manufacturer agrees to replace mirrors that deteriorate within specified warranty period. Deterioration of mirrors is defined as defects developed from normal use that are not attributed to mirror breakage or to maintaining and cleaning mirrors contrary to manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.
 - 1. Warranty Period: 5 years from date of substantial completion

Part 2 - PRODUCTS

2.01 GENERAL

- A. Furnish all mirrors in accordance with the schedules and/or details shown on the contract drawings and in conformance with the following specifications.

2.02 GLASSLESS MIRRORS

- A. Silvered film framed with core, Face-Bond Mirror Panel as manufactured by Mirrorlite Mirror, Inc. OR APPROVED EQUAL.
 - 1. Construction: A rigid foam core framed by an aluminum extrusion. The frame has a raised lip around the four edges. A polyester film, metalized on the back side, is stretched across the raised edges to form the mirror surface. Because the film is mounted on raised edges, an air space is created between the back of the film and the core. This air space, 1/8 inch (3 mm), allows the film to flex under minor impact without damage.
 - 2. Weight: Approximately 6 oz. per square foot. A 4 feet (1219 mm) x 8 feet (2438 mm) Mirrorlite Mirror weighs 12 lbs (5.4 kg).
 - 3. Core Composition: Aluminum foil-faced isocyanurate foam. Insulation Value - 6.0 R for 1 inch (25 mm) thickness.
 - 4. Frame: Aluminum extrusion-nonflammable.
 - 5. Polyester Film: Insufficient mass to be considered a hazard.
 - 6. Thickness: As indicated or as required by mirror size for fabrication.
 - 7. Penetrations and Cut-outs Factory Prepared: Refer to drawings.
 - 8. Size: As indicated or required. Refer to drawings, use closest standard size per manufacturer.
 - 9. Mounting: Mirrors shall be provided with a pair of wall mounting brackets. Rectangular mirrors shall have mounting holes to allow hanging on the long or short dimension. Dual Lock "hook and loop" fasteners shall be provided for the corners to position the mirror. For irregular wall surfaces other conventional attachments shall be provided such as "J" moldings or foam tape. Refer to Drawings.

2.03 MIRRORS

- A. Standard units - 1/4 inch float "silvering" quality glass with electrolytic application of copper to provide first quality distortion free mirrors. Products shall conform to ASTM C 1503-01.

Where frameless, all mirror edges shall be ground and polished to a 45 degree bevel. Apply water-resistant paint to rear side of units prior to setting.
- B. Safety units - mirrors for all areas where same are within 18 inches of the floor or where accessible shall be as for "A" above and shall receive a Category II Tape Backing which shall conform to CPSC #16cfr1201 for safety glazing requirements. Units shall be as fabricated by Binswanger Mirror Products or other certified manufacturer.
- C. Mirrors shall be set frameless with mastic specified below.
- D. Mirror Mastic - Palmer Products Corp. ("Mirror-Mastic Bond" and "Mirro-Mastic

Adhesive"); C. Gunther Company ("Ultra/Bond" and "Extra/Bond") or approved equal. Primer systems: As furnished by nominated mirror mastic manufacturer for intended substrates.

- E. One-way mirror systems in thickness as required. Glass shall meet the requirements of FS DD-G-451D and shall be coated by the manufacturer of the base glass.

2.04 MIRROR HARDWARE

- A. Aluminum J-Channels: Aluminum extrusions with a return deep enough to produce a glazing channel to accommodate mirrors of thickness indicated and in lengths required to cover edges of mirrors in a single piece.
 - 1. Bottom and Side Trim: J-channels formed with front leg and back leg not less than 3/8 and 7/8 inch (9.5 and 22 mm) in height, respectively, and a thickness of not less than 0.04 inch (1.0 mm).
 - 2. Top Trim: J-channels formed with front leg and back leg not less than 5/8 and 1 inch (16 and 25 mm) in height, respectively, and a thickness of not less than 0.04 inch (1.0 mm).
 - 3. Finish: Clear bright anodized.
- B. Anchors and Inserts: Provide devices as required for mirror hardware installation. Provide toothed or lead-shield, expansion-bolt devices for drilled-in-place anchors. Provide galvanized anchors and inserts for applications on inside face of exterior walls and where indicated.

Part 3 - EXECUTION

3.01 INSPECTION AND ACCEPTANCE

- A. Examine all surfaces and contiguous elements to receive work of this section and correct, as part of the Work of this Contract, any defects affecting installation. Commencement of work will be construed as complete acceptability of surfaces and contiguous elements.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Glassless Mirror Penetrations: A soldering iron shall be used to melt the film and form the required hole in the film. Using this as a guide, the core shall be cut with a sharp knife or circle cutter. The flange of the adjustable collar from the fixture shall be slightly larger than the opening. The collar is brought up to, but not in contact with, the film surface.
- C. Glassless Mirror Large Cutouts: Penetrations shall occur within the area enclosed by the perimeter aluminum frame of the mirror. Penetration closer than 2 inches (51 mm) to the perimeter shall not be allowed.
- D. Mirror panels are to be considered non-structural. Fixtures and other projected elements shall be independently supported from above the ceiling.

3.05 REPLACEMENT AND CLEANING

- A. Glassless Mirror Cleaning: A soft lint-free cotton cloth shall be used to apply the non-abrasive liquid household cleaner. Slightly scratched surface shall be restored by applying a carnauba wax and polishing with a soft cloth
- B. All cracked, broken, scratched, stained or otherwise damaged glass and all glazing improperly set shall be replaced with perfect glass, properly set at no additional cost to the Owner.

- C. At the time of final acceptance of the work, all mirrors shall be clean and undamaged and all setting materials in perfect condition.
- D. Coordinate with requirements of Section 01 77 00.

3.06 WASTE MANAGEMENT – Coordinate with Section 01 74 19

- A. Separate float glass and place in designated areas for reuse or recycling (cannot be recycled with beverage-container glass).
- B. Separate tempered glass for use as aggregate or nonstructural fill.
- C. Separate corrugated cardboard in accordance with the Waste Management Plan and place in designated areas for recycling.

****End of Section****